

**AGENDA  
PURCELLVILLE TOWN COUNCIL  
REGULAR MEETING  
APRIL 13, 2010  
7:00 PM**

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1. **CALL TO ORDER OF REGULAR MEETING** (Mayor Lazaro)
2. **PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA** (Mayor Lazaro)
3. **AGENDA AMENDMENTS** (Town Council and Staff)
4. **PROCLAMATIONS /ANNOUNCEMENTS** (Mayor Lazaro)
  - a) Public Service Recognition Week (**pg. 1**)
5. **PUBLIC HEARINGS**
  - a) **Proposed Budget and Tax Rates for the Fiscal Year July 1, 2010 – June 30, 2011** - The Town of Purcellville is holding a public hearing on the proposed FY 10/11 Budget and the proposed tax rates on real and personal property for Tax Year 2010, beginning January 1, 2010 and ending December 31, 2010, the Motor Vehicle License Fee, the Meals Tax, the Cigarette Tax and the Business License Fee. The budget is prepared and published for informative and fiscal planning purposes only. The inclusion in the budget of any item or items does not constitute any obligation or commitment on the part of the Town Council to appropriate any funds for that item or purpose. There is no allocation or designation of any funds of the Town for any purpose until there has been an appropriation for that purpose by the Town Council. (**pgs. 2-7**) (**Motion pg. 2**)
  - b) **CPA08-04 for Catoctin Corner** - An application to amend the Comprehensive Plan to support “Mixed Use Commercial” uses on a 6.53 acre parcel of land located at 37994 W. Colonial Highway. The property is further identified by Loudoun County tax map numbers: 36/////18A1/ and 36/////18A2/ and PIN numbers: 452-18-7178-001 and 452-18-7178-002. (**pgs. 8-14**)
  - c) **Land Development & Subdivision Control Ordinance Amendment, Article IV Physical Improvements re: Bonding Policy** - The Town Council will hear recommendations as to the disposition of the property at 250 North 21<sup>st</sup> Street as permitted by Section 14-134 of the Purcellville Town Code. The property currently has a historic structure that has deteriorated into a blighted condition. The property is further identified by Loudoun County tax map number /35/I/1/////4B, PIN 488467253, and Department of Historic Resources Id#386-5001-0048. (**pgs. 15-25**) (**Motion pg. 16**)

- d) **Property at 250 North 21<sup>st</sup> Street** - The Town Council will hear recommendations as to the disposition of the property at 250 North 21<sup>st</sup> Street as permitted by Section 14-134 of the Purcellville Town Code. The property currently has a historic structure that has deteriorated into a blighted condition. The property is further identified by Loudoun County tax map number /35/I/1/////4B, PIN 488467253, and Department of Historic Resources Id#386-5001-0048. (pgs. 26-32)
- e) **Well Setback Policy** – The Town of Purcellville’s Town Council, at its regular meeting on March 9, 2010, approved the advertisement for a well setback policy that specifies the minimum horizontal distances from a proposed well to various other features within the Town of Purcellville. New wells should also not be located in parking areas or within 50 feet of existing wells. The separation distances are the same as those used by the Virginia Department of Health but some may vary from those used by Loudoun County. (pgs. 33-35)  
**(Motion pg. 35)**

6. **STANDING COMMITTEE/COMMISSION/BOARD REPORTS**

- a) Report from Planning Commission (Chairman Beese)
- b) Tree and Beautification Committee (Council member Priscilla)
- c) Board of Architectural Review (Vice Mayor Varnecky)
- d) Purcellville Train Station Steering & Oversight Committee (Council member Wiley)
- e) Parks and Recreation Advisory Board (Council member Wiley)
- f) EDAC (Council member Wagner)

7. **CITIZEN/BUSINESS COMMENTS** (Mayor Lazaro)

*(All citizens who wish to speak will be given an opportunity and limits will be imposed on all speakers. All speakers should sign up prior to speaking and Town residents will be given the first opportunity to speak.)*

8. **MAYOR AND COUNCIL COMMENTS** (Mayor Lazaro)

9. **CONSENT ACTION ITEMS** (Vice Mayor Varnecky)

- a) None Scheduled

## 10. ACTION ITEMS

- a) Adoption of 2010 Property Tax Rates (Ways and Means Committee) \*  
(pgs. 2-7) (Motion pg. 2)
- b) Adoption of 2010 Personal Property Tax Relief Percentage Resolution (Ways and Means Committee)\* (pgs. 36-41) (Motion pg. 37)
- c) Renewal of Agreement for Real Estate Brokerage Services (Ways and Means Committee)  
\* (pgs. 42-43) (Motion pg. 42)
- d) Approval for Renewal of the Refuse and Recycling Contract (Infrastructure Committee)\*  
(pgs.44-47) (Motion pg. 46)
- e) Approval of Contract Amendment with CivicPlus for Update of Town Website Design  
(Ways and Means Committee) \* (pgs. 48-54) (Motion pg. 49)
- f) Approval of Proposal for Engineering Services for Improvements to Fireman's Field  
Parking Lot (Infrastructure Committee) \* (pgs. 55-62) (Motion pg. 55)
- g) Adoption of Well Setback Policy (Infrastructure Committee) \* (pgs. 33-35)  
(Motion pg. 35)
- h) Extension of Lease Agreement for Police Department (Ways and Means Committee)\*  
(pgs. 63-75) (Motion pg. 63)
- i) Adoption of Land Development and Subdivision Control Ordinance Amendment,  
Article IV Physical Improvements re: Bonding Policy (Infrastructure Committee)  
\* (pgs. 15-25) (Motion pg. 16)
- j) Adoption of Health Insurance Program under The Local Choice for FY10/11 (R. Lohr)\*  
(pgs. 76-77) (Motion pg. 77)
- k) Adoption of Town Code Amendment to repeal the Shared Parking Ordinance, Article III.  
Parking, Section 78-135 through 141 Public Shared Parking (Infrastructure Committee)\*  
(pgs. 78-82) (Motion pg. 78)
- l) Adoption of Town Code Amendment to modify Article II. Economic Development  
Advisory Committee, Section 26-31 to increase Membership (Ways and Means  
Committee) \* (pgs. 83-85) (Motion pg. 83)
- m) Approval of Availability for Suntrust Bank at Purcellville Gateway (Infrastructure  
Committee) \* (pgs. 86-87) (Motion pg. 87)
- n) Approval of Filter Purchase for Expansion of the Mountain View Well Building  
(Infrastructure Committee) \* (pgs. 88-91) (Motion pg. 89)
- o) Award of Contract for Construction Services for Water Plant Chlorination System  
Upgrades (Infrastructure Committee) \* (pgs. 92-94) (Motion pg. 93)

- p) Approval of Eagle Scout Project for the Suzanne Kane Nature Park Trail (Parks and Recreation Advisory Board) \* (pgs. 95-97) (Motion pg. 95)

11. **DISCUSSION/INFORMATIONAL ITEMS**

- a) None Scheduled

12. **STAFF REPORTS**

- a) Police Department (pgs. 98-101)

13. **OLD BUSINESS**

- a) None Scheduled

14. **NEW BUSINESS**

- a) None Scheduled

15. **APPROVAL OF MINUTES**

- a) March 9, 2010 (pgs. 102-111)

16. **ADJOURNMENT**

\*Roll Call Votes

**IF YOU REQUIRE ANY TYPE OF REASONABLE ACCOMMODATION AS A RESULT OF PHYSICAL, SENSORY OR MENTAL DISABILITY IN ORDER TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT JENNIFER HELBERT, TOWN CLERK, AT 540-338-7421. THREE DAYS NOTICE IS REQUESTED.**

**USE OF ELECTRONIC DEVICES DURING MEETINGS**

*For the comfort and consideration of others, all cellular phones must be turned off and cannot be used in the Council Chambers. Pagers must be set on silent or vibrate mode. This is requested because of potential interference with our recording devices and the transmittal of our hearing impaired broadcast.*

TOWN OF PURCELLVILLE  
IN  
LOUDOUN COUNTY, VIRGINIA

**PROCLAMATION**

*Public Service Recognition Week*

*May 3rd – May 9<sup>th</sup>, 2010*

*Whereas:* Americans are served every single day by public servants at the federal, state, county and town levels. These unsung heroes do the work that keeps our nation working;

*Whereas:* Public employees take not only jobs, but oaths;

*Whereas:* Many public servants, including military personnel, police officers, firefighters, border patrol officers, embassy employees, health care professionals and others, risk their lives each day in service to the people of the United States and around the world;

*Whereas:* Public servants include teachers, doctors and scientists . . . train conductors and astronauts . . . nurses and safety inspectors . . . laborers, computer technicians and social workers . . and countless other occupations. Day in and day out they provide the diverse services demanded by the American people of their government with efficiency and integrity; and

*Whereas:* Without these public servants at every level, continuity would be impossible in a democracy that regularly changes its leaders and elected officials;

*Now Therefore be it Resolved,* that the Town Council of the Town of Purcellville do hereby announce and proclaim to all citizens that May 3-9, 2010, is Public Service Recognition Week. All citizens are encouraged to recognize the accomplishments and contributions of government employees at all levels — federal, state, county and town.

**PASSED THIS 13<sup>th</sup> DAY OF APRIL 2010.**

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Robert W. Lazaro, Jr., Mayor  
Town of Purcellville

ATTEST:

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Jennifer Helbert, Clerk of Council

# **STAFF REPORT**

**DATE:** April 13, 2010  
**TO:** Mayor and Town Council  
**FROM:** Elizabeth B. Krens, Director of Finance  
**RE:** Adoption of 2010 Property Tax Rates

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## **Background**

In January 2010, the Town of Purcellville began the review of 2010 real property tax assessment forecasts provided by the Loudoun County Department of Financial Services. The purpose of this review was the development of the FY11 budget and to provide Town Council with the needed information to set the 2010 real estate tax rate. Based on the assessment data included as an attachment to this report, the Town is expecting to experience a 2.16% decrease in assessments for existing real properties and a .96% increase in assessments for new construction. This will result in an overall decrease in real property assessments of 1.19%. According to the calculations attached, the equalized tax rate (tax rate which would levy the same amount of real estate tax as last year when multiplied by the new total assessed value of existing properties) is .23. The appropriate public hearing with all of the pertinent information outlining the tax rate will be held on April 13, 2010. Notice of this public hearing was advertised on March 26 and April 2 in accordance with §58.1-3007.

The Town's personal property tax rates will not change from FY09 levels.

## **Recommendation**

The Town Manager's Proposed FY11 Budget recommends the following property tax rates:

<b>Tax Type</b>	<b>Rate</b>
Real Estate Tax	.23
Personal Property Tax/Vehicles	1.05
Personal Property Tax/Business	.55

Town Council will need to approve the property tax rates during the April 13, 2010 Town Council Meeting to allow Town staff ample time to prepare the first half 2010 tax bills which will be mailed in early May with a June 7, 2010 due date.

## **Motion**

"I move that the Town Council adopt the following property tax rates for tax year 2010:

Real Property Tax rate of \$\_\_\_\_\_ per \$100 assessed value.

This involves adoption of Resolution 10.04.02.

Personal Property Tax/Vehicles rate of \$1.05 per \$100 assessed value

Personal Property Tax/Business rate of \$0.55 per \$100 assessed value

This involves adoption of Resolution 10.04.04."

## PRELIMINARY- SUBJECT TO CHANGE BY COUNTY

TOWN OF PURCELLVILLE  
 REAL ESTATE TAX REVENUE PROJECTIONS  
 TAX YEAR 2010  
 1/19/2010

Assessment Information from  
 Loudoun Co. Dept. of Financial Services:

	<u>2010</u>	<u>2009</u>	<u>\$ Change</u>	<u>% Change</u>
Assessment of Existing Property	945,150,400	0	Change to existing prop>	-2.16%
			Decrease of 4 parcels 2828-total parcels 72-exempt parcels	
New Residential Construction/Growth	3,174,100	0		
New Commercial Construction/Growth	6,146,200	0	Change due to new construct.>	0.96%
Total New Construction/Growth	9,320,300	0		
Total Assessment	954,470,700	<del>945,150,400</del>	(11,535,200)	<b>-1.19%</b>
Less Land Use Deferrals	3,734,610	3,706,690	27,920	
Less Elderly Tax Relief	25,000,000	25,000,000	0	2009 est
Total Assessment Base	925,736,090	937,299,210	(11,563,120)	
Tax Amount (rate=.225/100)	2,082,906	2,108,923	<b>(26,017)</b>	* Revenue Change
Revenue Change for Tax Rate Change of 1 cent			92,574	
Tax Amount (rate=.26/100)	2,406,914			
Tax Amount (rate=.25/100)	2,314,340			
Tax Amount (rate=.24/100)	2,221,767			
Tax Amount (rate=.23/100)	2,129,193			
Tax Amount (rate=.225/100)	2,082,906	>2009 Rate=.225	46,287	2.22%
Tax Amount (rate=.22/100)	2,036,619			
Tax Amount (rate=.21/100)	1,944,046			
Tax Amount (rate=.20/100)	1,851,472			
Tax Amount (rate=.19/100)	1,758,899			
Tax Amount (rate=.18/100)	1,666,325			
Tax Amount (rate=.17/100)	1,573,751			
Tax Amount (rate=.16/100)	1,481,178			
Tax Amount (rate=.15/100)	1,388,604			
=====				
Equalized Assessment (adj. for new construction and changes)	975,326,200			
Equalized Tax Amount (rate=.225/100)	2,194,484			
2010 Equalized Tax Rate (per \$100)	0.230			
=====				
Breakdown of Residential vs. Other (MF 5+, Commercial, Ag):				
Other Assessments	209,415,600	22%		
Residential Assessments	745,055,100	78%		
Grand Total	954,470,700			

**TOWN OF PURCELLVILLE  
IN  
LOUDOUN COUNTY, VIRGINIA**

**RESOLUTION NO. 10.04.02**

**PRESENTED:      April 13, 2010  
ADOPTED:**

**A RESOLUTION:   SETTING THE REAL ESTATE TAX RATE FOR CALENDAR YEAR  
2010 IN THE FY 10/11 BUDGET**

**WHEREAS,** the Town Council has the authority to set the Real Estate Tax Rate for our semi-annual collection; and

**WHEREAS,** the Town Council has set a schedule to adopt the Real Estate Tax Rate at the April Town Council Meeting in order to give the Town time to print the bills and provide a 30 day payment period for our residents since the first bill is due on June 5, 2009; and

**NOW, THEREFORE,** be it resolved that the Town Council of Purcellville approves the Real Estate Tax Rate of 23 cents per \$100 assessed value for calendar year 2010 in the FY 10/11 Budget.

**PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2010.**

\_\_\_\_\_  
Robert W. Lazaro, Jr., Mayor  
Town of Purcellville

**ATTEST:**

\_\_\_\_\_  
Jennifer Helbert, Clerk of Council

**TOWN OF PURCELLVILLE  
IN  
LOUDOUN COUNTY, VIRGINIA**

**RESOLUTION NO. 10.04.04**

**PRESENTED:      April 13, 2010  
ADOPTED:**

**A RESOLUTION:   SETTING THE PERSONAL PROPERTY TAX RATE FOR CALENDAR  
YEAR 2010**

**WHEREAS,** the Town Council has the authority to set the Personal Property Tax Rate for our annual collection; and

**WHEREAS,** the Town Council has set a schedule to adopt the Personal Property Tax Rate at the April Town Council Meeting in order to give the Town time to print the bills and provide a 30 day payment period for our residents since the first bill is due on June 5, 2009; and

**NOW, THEREFORE,** be it resolved that the Town Council of Purcellville approves a Vehicle Personal Property Tax Rate of \$1.05 per \$100 assessed value for calendar year 2010 and a Business Personal Property Tax Rate of 55 cents per \$100 assessed value for calendar year 2010.

**PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2010.**

\_\_\_\_\_  
Robert W. Lazaro, Jr., Mayor  
Town of Purcellville

**ATTEST:**

\_\_\_\_\_  
Jennifer Helbert, Clerk of Council

**NOTICE OF PUBLIC HEARING  
TOWN OF PURCELLVILLE, VIRGINIA  
Proposed Budget for the Fiscal Year  
July 1, 2010 - June 30, 2011  
Proposed Tax Rates for Tax Year 2010**

Pursuant to Section 15.2-2506 and Section 58.1-3007 of the Code of Virginia, the Town of Purcellville, Virginia gives notice of its proposed budget for the fiscal year beginning July 1, 2010 and ending June 30, 2011 (the FY 11 Proposed Fiscal Plan), and the proposed tax rates on real and personal property for Tax Year 2010, beginning January 1, 2010 and ending December 31, 2010, the Motor Vehicle License Fee, the Meals Tax, the Cigarette Tax, and the Business License Fee. The budget is prepared and published for informative and fiscal planning purposes only. The inclusion in the budget of any item or items does not constitute any obligation or commitment on the part of the Town Council to appropriate any funds for that item or purpose. There is no allocation or designation of any funds of the Town for any purpose until there has been an appropriation for that purpose by the Town Council. A public hearing on the proposed budget and the proposed tax rates will be held by the Town Council on **Tuesday, April 13, 2010, at 7:00 PM** in the Town Council Chambers of the Purcellville Town Hall located at 130 East Main Street. Copies of documents related to the public hearing are available for inspection and copying at the Purcellville Town Hall during the hours of 8:00 AM to 5:00 PM, Monday through Friday, holidays excepted. At this hearing, all persons desiring to express their views concerning these matters will be heard. Persons requiring special accommodations are requested to contact Jennifer Helbert, Town Clerk at 540-751-2333 three days in advance of the meeting.

The following is a brief synopsis of the budget:

<b>REVENUES</b>		
	<b>Year Ending 6/30/10 Appropriated</b>	<b>Year Ending 6/30/11 Proposed</b>
<b><u>General Fund</u></b>		
Local Revenue	7,341,260	6,806,206
State Revenue	850,436	883,484
Federal Revenue	6,294	8,000
Other Revenue	13,454,622	9,980,289
<b>Total</b>	<b>21,652,612</b>	<b>17,677,979</b>
<b><u>Water Fund</u></b>		
Water Fees	1,367,500	1,575,420
Availabilities	1,559,644	754,360
Other Revenue	6,760,575	1,649,678
<b>Total</b>	<b>9,687,719</b>	<b>3,979,458</b>
<b><u>Wastewater Fund</u></b>		
Water Fees	1,696,250	2,021,406
Availabilities	1,296,000	626,400
Other Revenue	8,359,904	2,230,300
<b>Total</b>	<b>11,352,154</b>	<b>4,878,106</b>
<b>Total of all Funds</b>	<b>42,692,485</b>	<b>26,535,543</b>

<b>EXPENDITURES</b>		
	<b>Year Ending 6/30/10 Appropriated</b>	<b>Year Ending 6/30/11 Proposed</b>
<b>General Fund</b>		
General Town Operations	7,519,418	7,303,776
Debt Retirement	844,778	924,718
Capital Outlay	13,288,416	9,449,485
<b>Total</b>	<b>21,652,612</b>	<b>17,677,979</b>
<b>Water Fund</b>		
Water Operations	2,342,622	2,224,663
Debt Retirement	1,091,623	1,093,795
Capital Outlay	6,253,474	661,000
<b>Total</b>	<b>9,687,719</b>	<b>3,979,458</b>
<b>Wasterwater Fund</b>		
Waste Water Operations	2,385,179	1,982,829
Debt Retirement	744,471	2,745,277
Capital Outlay	8,222,504	150,000
<b>Total</b>	<b>11,352,154</b>	<b>4,878,106</b>
<b>Total of all Funds</b>	<b>42,692,485</b>	<b>26,535,543</b>

<b>TAX RATES FOR FY 2009 - 2010 WITH AUTHORIZING CODE SECTIONS</b>		
	<b>Year Ending 6/30/10 Appropriated</b>	<b>Year Ending 6/30/11 Proposed</b>
<b>Real Estate</b> (Code Sections 58.1-3200, 15.2-2503)	\$0.225	\$0.23
<b>Personal Property</b> (Code Sections 58.1 - 3500, 15.2-2503)	\$1.05 Motor Vehicle \$.55 Business Property	\$1.05 Motor Vehicle \$.55 Business Property
<b>Motor Vehicle License</b> (Code Sections 46.2 - 752, 15.2-2503)	\$25.00 Automobiles \$15.00 Motorcyle	\$25.00 Automobiles \$15.00 Motorcyle
<b>Meals Tax</b> (Code Sections 58.1 - 3840, 15.2-2503)	4%	5%
<b>Cigarette Tax</b> (Code Sections 58.1 - 3840, 15.2-2503)	\$.50 per pack	\$.50 per pack
<b>Business License</b> (Code Sections 58.1 - 3703, 15.2-2503)	Rates per category / value of gross receipts	Rates per category / value of gross receipts

Robert W. Lazaro, Jr., Mayor

March 26th & April 2nd, 2010



## Town Council Agenda Item Extract

MEETING DATE: April 13, 2010

TITLE: CPA08-04 for Catoctin Corner

<b>DEPARTMENT:</b>  Planning/Zoning	<b>DISCUSSION ITEM:</b> <u>X</u> <b>ACTION ITEM:</b> _____ <b>PUBLIC HEARING:</b> YES <u>X</u> NO __
<b>ATTACHMENTS:</b> 1. Email request from Brent Campbell 2. CPA Application	<b>FOR INFORMATION CONTACT:</b>  Lauren Murphy, Senior Planner, 540-338-2304

### **BACKGROUND:**

This comprehensive plan amendment application ("CPA") is one of eight pending land use applications for a 6.5 acre parcel located at the intersection of Main Street and Berlin Turnpike (Pin No: 452187178). The property is one of the primary parcels contained in the area referred to as the "Eastern Gateway" in the Town of Purcellville 2025 Comprehensive Plan ("Plan"). The western portion of the property (approximately 2.5 acres) was located within the Town's corporate limits during the review and ultimate 2006 adoption of the Plan. The Town Comprehensive Plan recommends institutional use for this portion and the section is currently zoned IP (Institutional/Public Use). The eastern portion of the property (approximately 4.03 acres) was located outside the Town's corporate limits at the time of adoption of the 2025 Town Comprehensive Plan. Accordingly, the 2025 Comprehensive Plan does not include this portion of the property. The Purcellville Urban Growth Area Management Plan (PUGAMP) recommends low-density residential use (1-3 residential dwellings per acre) for this portion of the property.

### **CHRONOLOGY:**

The applicant submitted an annexation application for the eastern portion of the property in 2008. Prior to the applicant's completion of the annexation application process, the Town Council included the eastern portion of the property in a Town-initiated annexation ordinance that became effective December 31, 2008. As a result of the annexation, the eastern portion of the property is currently zoned Transition X, while the western portion is zoned IP.

The CPA, a rezoning application and six special use permit applications have been submitted for the property. As of June 2009, the Planning Commission had been asked to review sketches for the rezoning and special use permits. At its July 16, 2009 meeting, during discussion of the project, the applicant requested that the Planning Commission move the CPA item for immediate action. Several Planning Commissioners expressed a desire to defer action on the CPA until after the Eastern Gateway Charrette occurred (the Charrette is currently scheduled for May 6-8, 2010). Some Commissioners also expressed that it would be more appropriate to consider the CPA at the same time as the pending rezoning and special use permits. On a vote of 4-3, the Planning Commission recommended approval of the CPA to the Council.

The applicant subsequently requested that Town staff that the Planning Commission recommendation on the CPA not go forward until February 9, 2010 when he requested to be placed on the Infrastructure Committee's agenda for February. The committee considered this request on February 23, 2010. The Committee recommended the Council hold a public hearing on the item at the April meeting but did not make a recommendation on the comprehensive plan amendment request itself.

#### **CURRENT STATUS OF THE APPLICATIONS:**

Town staff has initiated regular and frequent contact with the applicant concerning the eight pending applications in order to promote the orderly and efficient processing of the requests. The rezoning and special use permits have been revised by the applicant and are before the Commission for public hearing and discussion at their 4 meeting on April 15, 2010.

#### **PROPOSAL:**

The CPA proposes to amend the Town Comprehensive Plan to recommend a Mixed Commercial ("MC") planned land use category for the entire property. As previously stated, the Plan currently identifies institutional use for the western portion of the property and does not contain a designation for the eastern portion as it was only recently annexed.

#### **ANALYSIS:**

The applicable Town Comprehensive Plan provides that the entrances to Purcellville should convey a perceived image that promotes a sense of community charm, small town character and orderliness. Visitors and residents should be aware of community heritage and understand its sense of place in order to guide future development and preserve the significant community elements. It is important to encourage the highest standard of design for new business and residential development at Town entrances, especially along Main Street. As a gateway corridor, properties at the entrance to the Town are especially important in attracting visitors and shoppers. Developments at these locations should set an example for other development in Town. The design of buildings and site development should be in harmony with the Town character, as well as complement existing development. (Plan, p. 121). As indicated in the Comprehensive Plan:

“development and redevelopment at these locations also offers the opportunity to set an example for other development in Town” (Plan, p. 60). The gateway properties create the first impression of the Town and deserve special attention and design standards. The standards should reflect an effort to retain elements of the Town’s natural and cultural history in order to ensure that its unique identity remains a constant throughout the process of change and growth. Collaborative efforts between the Town, citizens, and property owners in the gateway area should be undertaken to ensure appropriate gateway development.

Given the approved development conditions at the eastern gateway, some type of non-residential use at this location appears appropriate. The mixed commercial zoning district provides for many of the most intensive commercial uses. The gateway location appears to be appropriate for commercial uses such as office and retail that enhance the general character of the district and surrounding properties but may not be appropriate for overly intense or extensive automobile oriented uses.

In order to achieve the goals of the Town Comprehensive Plan to harmonize and enhance development of the eastern gateway, a logical review of the CPA would also include consideration of the accompanying proposed rezoning and special use permit actions, concept plan and proffer statement. The Town Council has traditionally processed Planned Land Use Map amendments (CPA’s) at the same time as rezoning and other special zoning applications because the zoning actions establish the uses of the property and often provide proffers. Most recently, this procedure was applied to the Hall Funeral Home rezoning and the Fire Station rezoning which were both CPAs and Rezonings.

The pending rezoning and special use permit applications are not currently in compliance with the Planned Land Use Map, and therefore are not in compliance with the current Comprehensive Plan. However, the eight pending applications present an opportunity for the Town Council to assist the applicant by determining the most appropriate land uses for this eastern gateway and achieve the goals of the Comprehensive Plan. Achievement of these goals may be diminished by an isolated plan amendment that does not include a comprehensive consideration of the pending rezoning and special use applications.

#### **ACTION:**

Action by the Council is not required at this time. The Planning Commission held a public hearing in April 2009 and recommended this CPA application in July 2009. The Infrastructure Committee has not issued a recommendation. This application should be referred back to Infrastructure for a formal recommendation prior to any council action.

**Town of Purcellville  
Department of Planning and Zoning**

130 E. Main Street Purcellville, VA 20132  
(540)338-2304 Fax (540)338-7460

**Comprehensive Plan  
Amendment Application**

Date October 14, 2008 PIN 452187173  
Street Address 37994 West Colonial Highway, Purcellville  
Parcel Acreage 6.53 Parcel Zoning District IP and JMA-3

Agent's Name <u>Brent Campbell</u>
Fax No. _____ Phone No. _____
E-mail _____
Mailing Address _____

Owner's Name <u>Catoctin Corner, LLC</u>
Fax No. <u>5403387786</u> Phone No. <u>5403387575</u>
E-mail <u>brent @ loudoundevelopment.com</u>
Mailing Address <u>62 E Colonial Hwy</u> <u>Hamilton, VA 20158</u>

Description of request (Identify specific policies, maps, etc. to which you are requesting changes and the specific language, map changes, etc. you are proposing. Attach additional sheets if necessary.) see attached

**Additional Submission Requirements:**

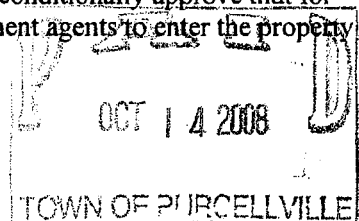
- ☒ *An application properly completed.* The application must be filed in the name of the owner or contract owner. The statement of consent below must be signed by the property owner claiming knowledge and agreement with the request for a Comprehensive Plan amendment.
- ☒ *A statement of support.* Applicant must file a statement in support of their request stating the purpose and nature of their request and how it will better serve the community than the current Comprehensive Plan policies.
- ☒ *A concept plan for the property.* A concept plan must be included, drawn to scale and showing all existing buildings including accessory buildings and any proposed development.
- ☒ *Payment of fee.* The fee for a Comprehensive Plan amendment application must be paid at the time of submission.  
**FEES ARE NON-REFUNDABLE.**
- ☒ *Applicant must attend meetings.* Applicants or their agents must be present at all Town meetings relating to the application, including advertised public hearings.

**Owner:**

I have read this completed application, understand its intent and freely consent to its filing. The information provided is accurate to the best of my knowledge. I understand that the Town may deny, approve, or conditionally approve that for which I am applying. Furthermore, I grant permission to the Town or authorized government agents to enter the property and make such investigations and tests as they deem necessary.

Brent Campbell  
Owner Signature for Catoctin Corner, LLC

October 14, 2008  
Date



**For Town Use Only**

Application Received:		Hearing Date:	T.C.	<input checked="" type="checkbox"/> Fees Paid <u>2500.-</u> Amount \$ <u>1600.-</u>
			P.C.	
Town Council Action:	Approved:		Ordinance #	CPAM # <u>08-04</u>
	Denied:			

CATOCTIN CORNER PROPERTY  
STATEMENT OF JUSTIFICATION for REZONING and CPAM  
August 1, 2008

EXISTING CONDITIONS

Catoctin Corner LLC ("Applicant") is the owner of a 6.53 acre property ("Entire Property") located at the intersection of Berlin Turnpike and West Colonial Highway. The property is split with 2.5 acres of the property incorporated in the Town of Purcellville (PIN: 452-18-7178-002, Tax Map Number 36, Parcel 18A2) ("Incorporated Portion") and 4.03 acres located in Joint Land Management Area ("JLMA") of the Town of Purcellville and the County of Loudoun (PIN: 452-18-7178-001, Tax Map Number 36, Parcel 18A1) ("Unincorporated Portion"). The Unincorporated Portion is contiguous to the corporate limits of the Town of Purcellville ("Town"), is located in the Phase 1 area of the Purcellville Urban Growth Area Management Plan ("PUGAMP"), meets the Basic Eligibility Checklist for the Purcellville Annexation Process Guidelines, and is eligible for annexation under Section II. A. 1, 2 and 3 of the 1994 Annexation Agreement between the Town of Purcellville and the County of Loudoun. The Applicant is seeking to rezone the Entire Property to the Mixed Commercial district contingent on annexation of the Unincorporated Portion into Purcellville.

PROPOSED PROJECT

The proposed development is for a small retail center (equal to or less than 60,000 square feet) with a focus on providing additional eating establishments to the residents of Purcellville and the surrounding areas. The project will be composed of several freestanding buildings positioned towards the road and with the aim to better distribute the square footage around the site and provide a streetscape that is visually appealing. (*2025 Purcellville Comprehensive Plan*, Pg. 61, pp. 1.).

JUSTIFICATION

The Incorporated Portion was originally planned for a Fire and Rescue Center. Through a series of events it was determined that the Center would not be located as originally envisioned. This segued into the subsequent sale of the property and created a need for a new planned use of which the Applicant is requesting.

Additional dining opportunities are needed. There is currently only one fast food restaurant in all of western Loudoun County. A 2006 retail market analysis by Arnett Muldrow and Associates showed that over \$17,000,000 was leaking to full and limited service restaurants outside the Town from people located in Purcellville's Primary Trade Area. Retail losses from the Primary Trade Area total \$80,700,000 annually. The proposed project would fulfill the need for a broader choice of restaurants as well as help retail spending in the Primary Trade Area to benefit the Town of Purcellville.

The tap fees will also benefit the Town, by contributing substantial sums toward the 2007-11 CIP, specifically as it concerns the 26 million dollar Basham Simms Wastewater expansion project. Along with tap fees, the development will help to boost commercial revenue. According to Purcellville's Adopted FY 08-09 Fiscal Plan, current revenues generated from commercial property account for only 20% of the total while residential development carries the remaining 80%. While this is 4% greater than last year's ratio of 16% commercial to 84% residential, a need still exists for greater commercial revenue:

"Purcellville's fiscal goal is to better balance the Town's tax base by working toward 30 percent of the value of the Town's real property tax base from commercial property and 70 percent from residential property in order to sustain the quality of life in Purcellville and to better distribute the real estate tax burden between commercial and residential property owners." Purcellville Planning Commission. *2025 Purcellville Comprehensive Plan* (Purcellville, VA, 2006). Pg. 22 pp. 2.

The high visibility and proximity to the future four way intersection at the entrance to the Town, while not conducive to residential development, is ideal for commercial applications. It also complements the neighboring Patrick Henry College by providing immediate access to services and employment for students and faculty.

In accordance with the Balanced Housing/Commercial Development section of the Plan, this development seeks to "Promote a harmonious pattern of land development and a healthy land use balance that encourages community preservation, sustainable development and managed growth." Purcellville Planning Commission. *2025 Purcellville Comprehensive Plan*. (Purcellville, VA, 2006). Pg. 28 pp. 4. Purcellville needs commercial development that will help keep Primary Trade Area revenue in the Town, boost the ratio of commercial revenue to residential, and provide much-needed tap fees to help fund the CIP 2007-11. In accordance with the above, the Applicant asks the Town for full cooperation and support.

[SIGNATURES TO APPEAR ON FOLLOWING PAGE]

## **Murphy, Lauren**

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**From:** Brent Campbell [brent@loudoundevelopment.com]  
**Sent:** Tuesday, February 09, 2010 1:37 PM  
**To:** Murphy, Lauren  
**Subject:** Catoctin Corner

Hey Lauren, I would like to be on the agenda for the infrastructure committee at the end of this month to discuss our CPAM. Please let me know if that is a problem.

-Brent



**TOWN COUNCIL  
AGENDA ITEM EXTRACT  
MEETING DATE: April 13, 2010**

**TITLE: Land Development and Subdivision Control Ordinance Text Amendments re:  
Bonding Policy**

<b>DEPARTMENT:</b> Planning & Zoning	<b>DISCUSSION ITEM:</b> ____ <b>ACTION ITEM:</b> <u> X </u> <b>PUBLIC HEARING:</b> YES <u> X </u> NO ____
<b>ATTACHMENTS:</b> TC Ordinance No. 10-04-01	<b>FOR INFORMATION CONTACT:</b> Tucker Keller, Planning Technician

**Background:**

On October 15, 2009, the Planning Commission initiated and held a public hearing on amendments to Article IV of the Purcellville Land Development and Subdivision Control Ordinance (LDSCO) regarding bonding policies. The Commission discussed the amendments at several meetings and made changes to the original amendments.

The amendments were on hold pending the results of the required review and approval of these amendments by the Loudoun County Planning Commission and Board of Supervisors. Amendments to the LDSCO must be approved by the County because the Town has extraterritorial subdivision jurisdiction in a designated area surrounding the Town. The Board of Supervisors approved the amendments following a recommendation of approval from their Planning Commission at the Board meeting on January 20, 2010.

**Planning Commission Recommendation:**

At their February 4, 2010 meeting, the Planning Commission approved Resolution 10-2-01 recommending the amendments to the Purcellville land Development and Subdivision Control Ordinance Article IV, Re: Bonding Policy.

**Infrastructure Committee Recommendation:**

On March 22, 2010, the Infrastructure Committee recommended approval of these ordinance amendments.

**Staff Recommendation:**

Staff recommends approval of the proposed amendments that will ensure compliance with the most recent State Code provisions related to bonding, clarify bonding policy and incorporate recommendations from the Public Works Department and Loudoun County.

**Town Council Action:**

A public hearing is scheduled on the amendments at the April 13<sup>th</sup> meeting. Based on the Infrastructure Committee's recommendation of approval, staff has placed this item on the agenda for possible action following the public hearing. If the Town Council feels prepared to act on the proposed amendment, this can be achieved with one of the following sample motions:

"I move that the Town Council adopt Ordinance 10-04-01 approving the revisions to Article IV of the Land Development and Subdivision Control Ordinance regarding bonding policies."

Or:

"I move that the Town Council adopt Ordinance 10-04-01 approving the revisions to Article IV of the Land Development and Subdivision Control Ordinance regarding bonding policies with the following changes ..."

**TOWN OF PURCELLVILLE  
IN  
LOUDOUN COUNTY, VIRGINIA**

**ORDINANCE NO. 10-04-01**

**PRESENTED: April 13, 2010**  
**ADOPTED: \_\_\_\_\_**

**AN ORDINANCE: AMENDING THE PURCELLVILLE LAND DEVELOPMENT AND  
SUBDIVISION CONTROL ORDINANCE TO AMEND ARTICLE  
IV RE: BONDING POLICY**

**WHEREAS,** Article IV, Physical Improvements, of the Purcellville Land Development and Subdivision Control Ordinance contains the bonding policies of the Town; and

**WHEREAS,** the Planning Commission has developed amendments to the bonding policies that are intended to ensure compliance with the State Code provision related to bonding, make technical amendments for clarification purposes, and incorporate recommendations from the Purcellville Public Works Department and the County of Loudoun; and

**WHEREAS,** after required public notice the Planning Commission held a public hearing on these amendments on October 15, 2010; and

**WHEREAS,** the Planning Commission on February 4, 2010 recommended approval of these ordinance amendments with minor modifications; and

**WHEREAS,** the Loudoun County Board of Supervisors approved these amendments on January 20, 2010; and

**WHEREAS,** the Infrastructure Committee on March 22, 2010 recommended approval of these ordinance amendments; and

**WHEREAS,** amending the subdivision ordinance to achieve the above stated goals is in the interest of the public necessity, general welfare and good planning practice;

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF PURCELLVILLE THAT PURCELLVILLE LAND DEVELOPMENT & SUBDIVISION CONTROL ORDINANCE ARTICLE IV, PHYSICAL IMPROVEMENTS, IS HEREBY AMENDED TO ADD THE BOLD ITALICS TEXT AND DELETE THE STRIKETHROUGH TEXT AS FOLLOWS:**

**ARTICLE IV  
PHYSICAL IMPROVEMENTS**

~~The applicant/developer shall submit with the final set of subdivision plats and/or the final set of site plans, and specifications herein referred to as Construction Plans for all public improvements as required by this ordinance.~~

#### 4.1. CONSTRUCTION OF IMPROVEMENTS

4.1.1. *Options for Required Improvements.* The ~~subdivider applicant~~/developer shall have the following options for the construction of the required public improvements ~~once the final record plat is approved but prior to recordation~~ *in accordance with Code of Virginia Section 15.2-2241, as amended.*

- a. *For applications with preliminary plat approval, the subdivider/developer may install **any or** all improvements as required by this ordinance and specified in the approved construction drawings plans; or.*
- b. *For applications with final plat or final site plan approval, the subdivider/developer prior to installation of any public improvements may post an agreement and a performance bond with the Town to guarantee the installation of all improvements as specified in the approved construction drawings plans or site plan. The performance bond may be one of the following:*
  - A letter of credit from a recognized financial institution.
  - A surety bond underwritten by a company approved in the State of Virginia.
  - A cash deposit.
  - Any other device approved by the Town Attorney.

4.1.2. *Agreement and Performance Bond Approval Required.* The agreement and performance bond shall be approved by the Town Attorney as to form and content.

4.1.3. *Authorization of Subdivision Plat or Site Plan.* Upon approval of the agreement and performance bond by the Town Attorney, the Zoning Administrator shall authorize by his signature the final record plat for recordation by the applicant/developer or shall authorize by his signature the approval of the Site Plan.

#### 4.2 BONDING POLICY

4.2.1. *Purpose.* ***The purpose of the Bonding Policy is to*** obtain an acceptable guarantee of performance to assure the timely construction and completion of public and other ***required*** physical improvements in accordance with the approved construction plans ***or site plans***, Town Facilities Standards Manual and applicable state code requirements. This policy may be amended from time to time by resolution of the Town Council. The Town is authorized to require bonds in conjunction with subdivision/site plan approval, ***special use permits, proffer conditions or*** any other review procedure requiring the approval of the Town Council pursuant to Sections 15.2-2241-15.2246, 15.2-2286-15.2-2288, 15.2-2203, 15.2-2299 and 15.2-2309 of the Code of Virginia 1950, as amended. ***Any improvements to be dedicated to Loudoun County within the Purcellville extra-territorial subdivision jurisdiction area shall be bonded in accordance with the Loudoun County bonding policy.***

***Performance bonds shall be required for public and other physical improvements as shown upon approved construction plans and profiles for record plats and as shown upon approved site plans, including any improvements required by a special use permit or proffered conditions. Such improvements shall include, without limitation, road, curb, gutter, sidewalk,***

*trails, storm drainage, traffic signalization and control, and any other site-related improvements required by Town of Purcellville Ordinances for vehicular ingress and egress, for public access roadways, for structures necessary to insure stability of critical slopes and for stormwater management facilities.*

4.2.2. *Agreement.* An agreement, supported by surety, whose terms include any of the forms of performance guarantee identified in this section, will be required on all projects *within the Town of Purcellville* which obligate the developer to construct required improvements in approved subdivisions, site plans or other review plans in a timely manner.

- a. The maximum period of the initial agreement shall be 24 months, ~~except that agreements secured by a letter of credit or by set-aside agreement shall be for an initial period of 12 months.~~ *If construction of the subject project is not commenced within the initial Performance Agreement timeframe, the bond amount may require adjustment and subsequent reconsideration and review by the Town.*
- b. The agreement shall be between the developer and the Town of Purcellville. A ~~suggested~~ *required* agreement format will be provided to all developers for their ~~guidance in preparation of the agreement use.~~
- c. Any and all forms of surety shall be ~~at least~~ equivalent to 100 percent of the estimated *unit* cost of *construction of required* improvements *as specified by the Town, plus a Contingency Factor to cover administrative and engineering costs in the event of default and potential damage to existing roads or utilities including engineering costs,* plus a percentage of such cost based on the rate of inflation at the time of filing of such bond. ~~This~~ *The Inflation Factor* ~~percentage~~ should be equal to the annual percentage change in the Construction Index Code, as published weekly in the Engineering News Record. This *Inflation Factor* is to be applied over the life of the bond, using the equation  $C(p)(I)(E) + E$ ; where P = the period of the bond (years); I = annual inflation factor; and E = the estimated cost of improvements, including engineering cost C = total bond value. *The total amount of the Contingency Factor plus the Inflation Factor shall comply with State Code Section 15.2-2241.5.*
- d. The performance of temporary siltation and erosion control obligations will be guaranteed separately from other public improvements and will be made between the developer and Loudoun County.
- e. Where two or more sureties are provided in conjunction with one performance agreement, the agreement shall identify and incorporate each surety separately.

4.2.3. *Bond Estimate.* *The Bond Estimate shall be prepared and sealed by a professional engineer or surveyor and submitted to the Town for approval.*

### 4.3 FORMS OF GUARANTEE

4.3.1. *Corporate Surety Bond.* This surety will be furnished by an insurance company licensed to transact fidelity and surety insurance in Virginia and will guarantee the full amount of the bond.

4.3.2. *Cash Escrow.* The face amount of the bond will be submitted to the Treasurer of the Town of Purcellville and deposited by the Treasurer to a separate account for Performance Bond Escrow.

4.3.3. *Letter of Credit.* A letter of credit meeting the following minimum conditions will be accepted.

- a. The lending institution must be insured by the Federal Deposit Insurance Corporation (FDIC) *and shall have offices and license to practice banking in Virginia, Maryland or the District of Columbia* ~~or Federal Savings and Loan Insurance Corporation (FSLIC)~~; unless otherwise agreed to by the Town Attorney.
- b. The *performance* agreement must expire a minimum of 6 months prior to the termination of the Letter of Credit. *For example, a 12-month Performance Agreement requires an 18-month Letter of Credit. A minimum of a 12-month agreement, with an 18-month letter of credit is required. This 6-month requirement is in addition to the 6-month automatic extension that is required below.*
- c. ~~A minimum notification period of 90 days of the lending institutions election not to extend the validity of the letter of credit is required and must be sent by certified mail to the Town with a copy to the Town's attorney. (This statement must be included in the letter of credit)~~ *The letter of credit shall contain the conditions of automatic renewal providing that the letter of credit will automatically be extended for additional periods of six months unless the Town Manager, or his designee, is notified in writing, by certified mail, with return receipt requested, at least ninety (90) days in advance of the present or future expiration date, that the issuing bank does not intend to extend such letter of credit.*
- d. All extensions of time of the performance agreement completion date will be granted only ~~in minimum increments of 6-month periods.~~ *upon corresponding extension of the letter of credit expiration date to comply with Subparagraph b above.*
- e. The new letter of credit and/or time extensions are subject to all the minimum requirements outlined in items a. through d.

#### ~~4. Set Aside Agreement~~

~~A set-aside agreement among the developer, a lending institution which is insured by FDIC or FSLIC, unless otherwise agreed to by the Town and which is making the development or construction loan to the developer for the project, and the Town:~~

- a. ~~The agreement must commit the bond funds to payment of required/bonded improvements and no other purpose.~~

- b. ~~The Town will have 30 days in which to approve or disapprove any expenditure, upon written request for approval identifying the project and agreement and nature of proposed expenditure and balance of the completion fund.~~
- e. ~~The agreement will acknowledge that the fund cannot be drawn below 50 percent of the starting balance, or such other minimum reduction permitted by this policy, until final release and the maximum limit of draws that can be made shall be limited to four.~~
- d. ~~In determining whether to approve or disapprove an expenditure out of the set aside fund, the Town may require the certified statement of a licensed architect and/or engineer as to the extent and quality to which the improvement has been completed.~~
- e. ~~The developer shall pay a fee for the processing of a request for approval, in accordance with a fee schedule established by the Town Council.~~
- f. ~~A performance agreement secured by a set aside agreement must state that the physical improvements will be completed within 12 months or less following the date of the performance agreement. Such time period may be extended in accordance with the provisions of this policy.~~

**4.3.4.5 Extensions and Rebonding of Agreements; Defaults.** Terms of the agreement, when default occurs and the procedure for extensions of the agreement are defined *pursuant to 15.2-2309 of the Code of Virginia 1950* and prescribed as follows:

- a. ***Default.*** When a developer enters into an agreement with the Town, ~~it is understood that~~ all the necessary physical improvements must be completed within ~~a specific~~ ***the*** period of time ***specified in the agreement.*** If the developer acts, or fails to act, in a manner which could constitute a breach of the agreement or all the noted improvements are not completed within this time period and no extension has been obtained, or a replacement agreement and bond have not been submitted and approved with a new expiration date, the agreement will be deemed in default.
- b. ***Extensions.*** ***It shall be the sole responsibility of the developer to keep the Performance Agreement current. Approximately sixty (60) days prior to the expiration of an Agreement, the Town Manager or his designee may review the project records to determine if the developer has initiated the process for final bond release and to determine if the bond may reasonably be eligible for release within sixty (60) days. If it is determined that the project bond is not reasonably expected to be released within such sixty (60) days, the developer and surety may be notified in writing, and may be required to provide for the extension of the Agreement and surety or security within such sixty (60) days. If the bond cannot be released or if no extension agreement and bond extension have been submitted in approved form by the agreement expiration date, the Agreement shall be in default.***  
~~Approximately 60 days prior to the expiration of an agreement, the Town Manager will prepare a report which provides the completion status of the physical improvements as noted on the approved plans. If inspection of the site indicates that the balance of work cannot be completed within the remaining 60 days, then the developer and the surety underwriter will be notified in writing. The letter will caution the developer and the~~

~~surety underwriter that, unless the work is completed by the expiration date of the agreement or an extension of the bond is obtained, the developer will be in default.~~

- c. The developer may make a formal request to the Town for an extension of the expiration date for a maximum of one (1) year. The developer must indicate the reasons and conditions which have prevented him from completing the required physical improvements. The developer must also have all sureties' written consent to the request, including corporate surety companies. All signatures must be notarized. The developer shall be responsible for all consultant fees *and bond extension fees* as per Section 6.2.
- d. Where a developer has requested an extension or a new agreement and surety, *the Town Manager or his designee* will review the reasons supplied by the developer and prepare a written response to the request applying the following criteria:
  - 1. Percentage of project completion
  - 2. Number of homes completed, occupied and connected to public utilities
  - 3. Rate of construction activity
  - 4. Historical experience of developer's ability to complete project public improvements in the Town and in other jurisdictions
  - 5. Current projected completion cost
- e. In the event that a response to the Town's warning concerning possible default is not received or in the event the project is deemed in default, the matter will be referred to the Town Attorney for guidance and appropriate legal action as may be deemed necessary.
- f. *Projects located within Town's extra-territorial subdivision jurisdiction must be bonded with Loudoun County and must follow County bond extension requirements.*

~~4.3.5.6.~~ *Bond Reduction.* The following standards shall apply for any request for a bond reduction:

- a. No more than three ~~reductions~~ *periodic partial releases* ~~shall be permitted in~~ *will be granted within* any twelve (12) month period.
- b. The cumulative amount of all bond reductions shall equal no less than ~~eighty-ninety~~ percent (80%) *(90%)* of the original bond value. Periodic partial releases may not occur before the completion of at least thirty percent (30%) of the facilities covered by the bond.
- c. The developer *must make a written request for each bond reduction to the Town and* will pay the Town a fee for processing such reductions according to a fee schedule established by the Town Council. The developer shall also be responsible for all consultant fees established by Section 6.2.
- d. *Bond reductions for bonds held by Loudoun County must be processed and reduced in accordance with County bonding policy.*

**4.3.6.7. Bond and Agreement Release and Reduction Procedures.** Procedures for improvements to be accepted by the Town, ~~a homeowners association~~, *or* other agency for the release or reduction of a bond for any other reason are as follows:

- a. After all physical improvements, or those improvements for which a bond reduction is requested, are completed and a set of as-built plans, certified as to construction by a licensed engineer *or surveyor*, are submitted to the Town, the developer must submit a *written* request to the Town for an inspection.
- b. A date will be set for a field inspection, and a punch list of those items requiring correction will be made. The Town shall notify the developer of the items requiring correction or revision within thirty (30) days of receipt of the developer's request for an inspection.
- c. ~~The developer will have thirty (30) days to complete the items requiring correction. If these punch list corrections are not done or completed by the end of the time period by~~ *the developer within thirty (30) days*, the entire project may be subject to re-inspection.
- d. The developer will notify the Town that he has completed the punch list items and desires final inspection. A date will be set for the final inspection by the Town with the developer and representative of the receiving authority (~~homeowners association or other agency~~) if applicable.
- e. Final inspection will be made once the developer has supplied all necessary plats, quitclaims, as-built plans and other required items to the Town. Failure to supply these required items will necessitate rescheduling the joint inspection. The developer shall be responsible for all consultant fees as per Section 6.2.
- f. If the final inspection indicates that any improvements, or parts thereof for which bond reduction is requested, are satisfactorily completed, the improvements bond may be replaced or supplemented with a maintenance bond. The value of such bond will be five percent (5%) of the original bond amount and shall be for a period of one (1) year from the date of completion of the project. Maintenance responsibility for the improvements will remain with the developer until such time as the ~~homeowners association or other~~ ultimate receiving authority accepts such improvements for maintenance.
- g. The Town will process all necessary items in order to schedule bond release or reduction.
- h. The Town Manager *or his designee* will be responsible for the release of or reduction of a bond and the approval of a maintenance bond. At this time, any bonds or parts thereof applicable to the completed improvements will be released, or reduced as appropriate. ~~The developer shall pay all consultant fees and any other fees as per Section 6.2 prior to the conveyance of the streets to the Town.~~

- i. Street construction and acceptance into the Virginia Department of Transportation (VDOT) Secondary System *shall be* subject to compliance with the *following* standards and procedures:
- (i.) After all streets, or that portion of the streets for which a bond reduction is requested, are completed and, for fully completed projects, a set of as-built plans, certified as to construction by a licensed engineer, are submitted to the Town, the developer must request in writing, to the Town that *an joint inspection of such streets in accordance with the Town of Purcellville's Street Acceptance Procedures* be made ~~with VDOT~~. The developer shall pay all consultant fees and any other fees as per Section 6.2 prior to the conveyance of the streets to the Town and/or VDOT.
  - ~~ii. A date will be set for a field inspection by the Town in consort with VDOT and the developer. A punch list of those items requiring correction or revision within thirty (30) days of the developer's request for inspection.~~
  - ~~iii. The developer will have thirty (30) days to complete the corrective work. This punch list does not relieve the — developer of any defects which might arise at a later date. If the punch list corrections are not done or completed by the end of the time period, the entire project may be subject to re-inspection.~~
  - ~~— iv. The developer will notify the Town that he has completed the punch list items and desires final inspection. The Town will briefly check the project and then set a date for joint inspection with VDOT and the developer.~~
  - ~~v. Final inspection will be made once the developer supplies all plats, quitclaims, as-built plans and any other required items to VDOT. Failure to supply these required items will necessitate rescheduling the joint inspection.~~
  - ~~vi. Following the joint inspection, if the improvements have been satisfactorily completed and the streets meet all other necessary requirements for acceptance into the State Secondary System, VDOT will forward a letter to the Town indicating that inspection has been made and the facilities have been constructed in accordance with the approved construction plans. If the streets do not meet all requirements for acceptance into the secondary system, but final inspection indicates the Developer has performed as to construction, the improvements bond or part thereof may be replaced with a maintenance bond. The value of such bond will be five (5%) percent of the original bond. — Maintenance responsibility will remain with the developer until such time as the streets are accepted in the secondary system. Once the streets are eligible for acceptance, normal bond release procedures will be instituted.~~
  - vii. (ii.) Once it is determined that the street qualifies for acceptance into the secondary system, the Town will formally by resolution request acceptance of the Street(s) into the secondary system for maintenance.
  - viii. (iii.) Upon receipt of notice of formal acceptance of the street(s) into the secondary system, any bonds or parts thereof, applicable to the completed streets, will be released.

\*\*\*\*\*

**AN ORDINANCE:**

**AMENDING THE PURCELLVILLE LAND DEVELOPMENT AND SUBDIVISION CONTROL  
ORDINANCE TO AMEND ARTICLE IV RE: BONDING POLICY**

**Severability.** Should any section, clause or provision of this ordinance be declared by any Virginia or federal court of competent jurisdiction to be invalid, the same shall not affect the validity of this ordinance as a whole or any part thereof other than that which is so declared to be invalid.

**This ordinance shall be in effect upon its passage.**

**PASSED THIS \_\_\_\_ DAY OF APRIL, 2010.**

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Robert W. Lazaro, Jr., Mayor  
Town of Purcellville

**ATTEST:**

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Jennifer Helbert, Clerk of Council



**TOWN COUNCIL  
AGENDA ITEM  
MEETING DATE: April 13, 2010**

**TITLE: 250 North 21<sup>st</sup> Street - Blighted Structure**

<b>DEPARTMENT: Planning</b>	<b>DISCUSSION ITEM: <u>X</u></b> <b>ACTION ITEM: _____</b> <b>PUBLIC HEARING: YES</b>
<b>ATTACHMENTS:</b> Photo's Contract Documents	<b>FOR INFORMATION CONTACT:</b> Bob Dryden, 751-2323 Martha Semmes, 751-2324

**Background:**

For two years the Town has been working with Cardinal Concrete Company to abate the nuisance associated with the blighted structure at 250 North 21<sup>st</sup> Street. This piece of property and the associated house was acquired by Cardinal Concrete in 2002 when the concrete batch plant was constructed. This structure is known as the Breeden House and was reputedly built for the Dillon family, ca. 1810. During the Historic Research survey, performed in March of 2006, this structure was identified as one of the oldest structures in the Purcellville Historic District. The structure has been vacant since the winter of '07-'08 when the structure was condemned by the Loudoun County Fire Marshal's office.

In an effort to secure the structure in the short term and prepare for a complete rehabilitation of the structure, the Town and the property owner met during the summer of 2008. The Town required the following items be completed to secure the structure.

- Remove all overgrown vegetation from around the structure.
- Cover all points of entry and paint to match the current exterior color of the structure.
- Cover or repair any points of entry to keep weather and animals out of the building.
- Contact Dominion Power and have the power to the structure removed.
- Have the Town terminate the water service and lock out the meter.
- Drain all water lines in the home to prevent potential damage from freezing pipes.

These items were completed with the exception of repairing all points of entry to keep weather and animals out of the structure. The current plan is to complete the final item to stabilize the structure to prevent further blight. This work is expected to be substantially complete by April 21<sup>st</sup>.

On March 30, 2010, the property owner received a zoning clearance letter to begin work on the short term repair plan. The scope of work for this plan includes labor and materials to replace wood fascia, rake, damaged soffit, and damaged rafter tails; remove and replace the front facing

roof on both the main house, roof on the addition, and the roof on the porch. As of March 31<sup>st</sup> work has begun on the roof repair. The contractor, James Costello has removed the metal from the porch roof and has begun work on the roof of the main structure.

The property owner continues to work on the long range plan to meet its goals of rehabilitation. The property owner has secured a consultant that is assisting them with the overall rehabilitation plan. All of the rehabilitation work needs to conform to the Secretary of the Interior's Standards for Rehabilitation. The overall plan must be approved by their corporate offices. Staff has recommended that this rehabilitation plan be incorporated into a Memorandum of Agreement between the property owner and the Town.

#### **Planning Commission:**

At the April 1<sup>st</sup> Planning Commission Meeting the commissioners closed their public hearing on this matter with no comments from the public. The property owner was present to help explain the current and future plans with the commissioners. They are expecting to submit a long term plan for the structure to their company for the next capital budget cycle. In accordance with the requirements of the Town Code Sec. 14-134(e), the Planning Commission voted to make the following findings:

1. *The property is blighted.* As per the definition of blighted structure it was decided that the property was indeed blighted.
2. *The owner has failed to cure the blight or present a reasonable plan to do so.* To date the property has not been secured as agreed upon.
3. *The plan for the repair or other disposition of the property is in accordance with the Towns adopted Comprehensive Plan, Zoning Ordinance, and other applicable land use regulations.* The Zoning Ordinance requires that a property owner is required to maintain any structure within the Historic Overlay Corridor.
4. *The property is located within an area listed on the National Register of Historic Places.* This structure is located within the National Register Purcellville Historic Distric and is individually identified with DHR Id#: 286-5001-0048

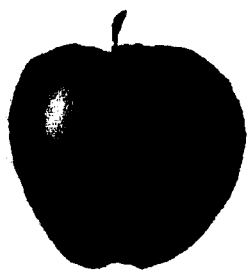
The Planning Commission also voted to forward this matter to the Town Council for review and further action as it deems appropriate.

#### **Staff Recommendation:**

Staff recommends that the current short term repair plan be accepted and allowed to be fully implemented. In addition, the staff recommends that the Council direct staff to continue work with the property owners to develop an agreement for the permanent restoration of the structure.

#### **Town Council Action:**

There is no requirement for Council to act at this meeting. The Town Council is scheduled to hold a Public Hearing on this matter on April 13<sup>th</sup>. Council may and accept or modify the Planning Commission's recommendation.



# apple house carpentry contracting

210-H N. 21<sup>st</sup> St. Purcellville, VA 20132-3026 Phone: 540-338-5612 E-mail: [applehousecarpentry@verizon.net](mailto:applehousecarpentry@verizon.net)  
PO Box 448 Round Hill, VA 20142-0448 Fax: 540-338-6764 Website: <http://www.applehousecarpentry.com>

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## PROPOSAL

9 March 2010

Virginia Concrete Co.  
Stephen Render  
PO Box 6250  
Springfield, Va. 22151

### SCOPE OF THE WORK

Work is limited labour and materials to replace wood fascia, rake, and damaged soffit sections at 250 N. 21<sup>st</sup> Street, Purcellville, VA and repair to damaged rafter tails on a limited basis.

### GENERAL SPECIFICATIONS

All construction debris, scrap, and excess materials created by Apple House Carpentry shall be removed from the site by Apple House Carpentry. Interior spaces shall be left broom clean; exterior spaces rake clean. Any and all leftover materials furnished by Apple House Carpentry shall remain the property of Apple House Carpentry.

The Owner shall provide the following:

- electrical service for use by Apple House Carpentry during construction,
- a key to the building or access during work,
- use of sanitary conveniences.

The Owner shall allow use of the telephone for calls related to this project; Apple House Carpentry shall refrain from making other calls unless required by an emergency, such as physical injury.

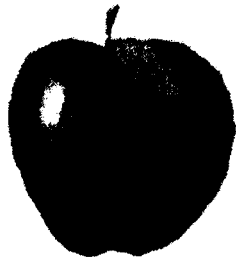
### DEFINITIONS

“furnish” – shall mean “supply material only” (installation by others).

“install” – shall mean “supply labour only” (material supplied by others).

“provide” – shall mean furnish and install

“N.I.C.” (Not in Contract) – means this work is not included in the scope of the work.



# apple house carpentry contracting

210-H N. 21<sup>st</sup> St. Purcellville, VA 20132-3026 Phone: 540-338-5612 E-mail: applehousecarpentry@verizon.net  
PO Box 448 Round Hill, VA 20142-0448 Fax: 540-338-6764 Website: www.applehousecarpentry.com

## -----CHANGE ORDER-----

To Proposal Dated 9 March 2010

30 March 2010  
Virginia Concrete Company  
Stephen Render  
PO Box 6250  
Springfield VA 22151

### **SCOPE OF THE WORK**

Additional work (changes) is limited to change in material for fascia and soffit, and amendment.

### **CONSTRUCTION SPECIFICATIONS**

Item 13. Siding & Exterior Trim:

- Provide southern yellow pine for fascia and soffit to match existing as closely as possible

### **AMENDMENT**

Apple house carpentry agrees to repair existing components of fascia and soffit whenever possible, rather than replace with like material.

If, during the course of demolition, apple house carpentry uncovers anything of historic significance or value, ahc will stop and inform the client and any other contacts designated by the client (i.e. town officials) and wait for further instruction from the client. However, should this cause apple house carpentry to incur extra time and costs, then ahc will bill at rates set in contract.

### **EXCLUSIONS**

All work not specifically described above is excluded. Work to be performed by others includes, but is not limited to:

- [Text]

**James E. Costello  
General Contractor**

**54 Brucetown Road ~ Kearneysville, WV 25430 ~ (304)725-3721**

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**ESTIMATE**

**March 3, 2010**

**Steve Griffith**

**Estimate for house in Purcellville**

- 1. High part of roof (facing road)**  
Tear off and replace with temporary galvanized  
screw down metal.  
Clean up all construction debris.  
Haul debris to landfill.
- 2. Lower part of roof (off of high roof)**  
Tear off and replace with temporary galvanized  
screw down metal.  
Clean up all construction debris.  
Haul debris to landfill.
- 3. Porch roof**  
Tear off and replace with temporary galvanized  
Screw down metal.  
Clean up all construction debris.  
Haul debris to landfill.
- 4. Guttering on high part of roof**







## **STAFF REPORT**

**DATE:** April 8, 2010

**TO:** Chairman, Infrastructure Committee

**FROM:** Samer Beidas, P.E., CCM., Director of Public Works  
Alex Vanegas, CPM, Asst. Director of Public Works

**RE:** Well Setback Policy

### **BACKGROUND**

Staff at the request of the Infrastructure Committee investigated well location standards administered by the Virginia Department of Health and the Loudoun County Health Department. The Town is required to obtain approval for any well development from both institutions. Currently, the Loudoun County Health Department's standards are more stringent for certain activities than that of the Virginia Department of Health.

**TABLE I**

### **VIRGINIA DEPARTMENT OF HEALTH'S MINIMUM SAFE DISTANCES** **LOCATION OF CLASS III WELLS**

***Well location standards:*** The following table lists the minimum horizontal distances from a proposed well to specific features required by the *Waterworks Regulations*:

<b>Feature</b>	<b>Minimum Separation Distance</b>
Property lines	50 ft.
Power line / utility easements / rights of way	50 ft.
Sewage Line (Gravity Pipe or Force Main)	50 ft.
Septic Tanks	50 ft.
Drain Fields	50 ft.
Underground chemical / fuel storage vessel	50 ft., 100 ft. for plastic casing
Cemeteries	50 ft.

All known sources of contamination not shown above	50 ft.
--	--------

New wells should also be located a minimum of 50 ft from existing wells and paved roads. Wells should not be located in parking areas.

**Wellhead protection** The purity and quality of groundwater can be seriously impacted by various human activities. For instance, failing septic systems, herbicide or pesticide usage, urban runoff, and the placement of nearby landfills, fuel storage, or industry may all degrade groundwater quality. Wellhead protection is a process for assessing potential threats, managing nearby land uses, and planning to prevent groundwater contamination.

**TABLE II**  
**LOUDOUN COUNTY'S MINIMUM SAFE DISTANCES**  
**LOCATION OF CLASS III WELLS**

***Well location standard:*** The following table lists the minimum horizontal distances from a proposed well to specific features required by Chapter 1040, Appendix II of the Loudoun County Ordinances.

<b>Feature</b>	<b>Minimum Separation Distance</b>
Property lines	10 ft.
Power line / utility easements / rights of way	50 ft.
Sewage Line (Gravity Pipe or Force Main)	50 ft.
Septic Tanks	50 ft.
Drain Fields	100 ft.
Foundations of Buildings	100 ft.
Cesspools, Pit Privies	150 ft.
Cemeteries	50 ft.
All known sources of contamination not shown above	50 ft.

## **RECOMMENDATION**

Staff has reviewed both the well location standards for the Virginia Department of Health and Loudoun County. Most of the standards are similar with a few exceptions. Staff recommends that we adopt a policy of using the Virginia Department of Health's minimum separation distance from a proposed well

provided that it complies with the Town Code Section 82-8, Construction of Wells and Septic Fields Within the Incorporated Limits of the Town of Purcellville. In compliance with the Town Attorney's request, staff has advertised the adoption of the policy but no public hearing will be necessary.

**TOWN OF PURCELLVILLE'S MINIMUM SAFE DISTANCES**  
**LOCATION OF CLASS III WELLS**

***Well location standards:*** The following table lists the minimum horizontal distances from a proposed well to specific features required by the Town of Purcellville Well Setback Policy:

<b>Feature</b>	<b>Minimum Separation Distance</b>
Property lines	50 ft.
Power line / utility easements / rights of way	50 ft.
Sewage Line (Gravity Pipe or Force Main)	50 ft.
Septic Tanks	50 ft.
Drain Fields	50 ft.
Underground chemical / fuel storage vessel	50 ft., 100 ft. for plastic casing
Cemeteries	50 ft.
All known sources of contamination not shown above	50 ft.

**MOTION**

"I move that the Town Council approves adopting a policy of using the Virginia Department of Health's minimum separation distance from a proposed Class III wells provided that it complies with the Town Code Section 82-8, Construction of Wells and Septic Fields Within the Incorporated Limits of the Town of Purcellville.

## **STAFF REPORT**

**DATE:** April 13, 2010  
**TO:** Mayor and Town Council  
**FROM:** Elizabeth Krens, Director of Finance  
**RE:** 2010 Personal Property Tax Relief Percentage Resolution

### **BACKGROUND:**

The Town's ordinance 74-1(a) - (b) was amended in December 2005 to reflect State changes to the legislation governing PPTRA (Personal Property Tax Relief Act 1998). The State has set the Town of Purcellville's pro rata share of car tax relief at \$201,753.34 for 2006 and thereafter. The Town must now calculate the percentage of relief this figure provides the taxpayers and explain the general manner in which the relief will be allocated. According to our ordinance, Town Council shall set by annual resolution the percentage rate for tax relief.

### **ANAYLSIS:**

Attached is a spreadsheet that details actual 2010 Loudoun County assessment data for vehicles and my calculations regarding the "reduced rate of relief". According to my calculations, the "reduced relief rate" equates to **51%** of the qualified vehicle's tax amount up to 20,000 in assessed value. I calculated this rate via actual Loudoun County vehicle assessment data as of March 2010. According to previous Council directives, all assessments under \$1,000 were written off in accordance with general law.

As a historical record, the 2005 car tax relief rate was 70% as set by the State. The following are the "reduced relief rates" since inception:

<b>Tax Year</b>	<b>PPTRA Rate</b>
2010	51%
2009	53.5%
2008	48%
2007	49%
2006	49%
Maximum relief rate prior to change in 2006	70%

**MOTION:**

“I move that the Town Council approve the attached Resolution to set the 2010 PPTRA rate at 51%. This amount is based upon total dollars from the Commonwealth divided by the total tax of all qualifying vehicles in the Town of Purcellville. This involves adoption of Resolution 10.04.01”

**Town of Purcellville  
Actual Reduced Rate Calculation  
Tax Year 2010  
3/26/2010**

	Assessment	100% Purc. Tax	State of Virginia Relief 51%	Unfunded Relief fr 70% level to Taxpayer	Total Relief Required to = 70%
Qualified Vehicles	39,360,118	411,939	201,235	74,970	276,205
2006 State pro rata share relief			201,753		
Calculation Difference			-518		

**Vehicle Personal Property Assessment History:**

2001	24,182,821	
2002	26,518,056	10%
2003	31,651,548	19%
2004	37,787,989	19%
2005	47,564,851	26%
2006	48,739,683	2%
2007	49,393,683	1%
2008	48,057,085	-3%
2009	45,397,160	-6%
2010	47,827,581	5%

**Tax Rates:**

Vehicle	\$1.05/100
Business	\$.55/100



**TOWN OF PURCELLVILLE**  
**IN**  
**LOUDOUN COUNTY, VIRGINIA**

**RESOLUTION NO. 10.04.01**

**PRESENTED: April 13, 2010**  
**ADOPTED:**

**A RESOLUTION: TO SET THE PERSONAL PROPERTY TAX RELIEF  
PERCENTAGE FOR THE TAX YEAR 2010**

**WHEREAS,** the Personal Property Tax Relief Act of 1998, Va. Code §§58.1-3523 *et seq.* ("PPTRA"), has been substantially modified by the enactment of Chapter 1 of the Acts of Assembly, 2004 Special Session I (Senate Bill 5005) and the provisions of Item 503 of Chapter 951 of the 2005 Acts of Assembly, being the 2005 revisions to the 2004-2006 Appropriations Act ("the 2005 Appropriations Act"); and

**WHEREAS,** these legislative enactments require the Town to take affirmative steps to provide for the computation and allocation of relief provided pursuant to the PPTRA as revised; and

**WHEREAS,** these legislative enactments provide for the appropriation to the Town of a fixed sum to be used exclusively for the provision of tax relief to owners of qualifying personal use vehicles that are subject to local personal property tax on such vehicles.

**NOW, THEREFORE, BE ITS RESOLVED** by the Town Council of the Town of Purcellville in accordance with the requirements set forth in Va. Code §58.1-3524(C)(2) and §58.1-3912(E), as amended by Chapter 1 of the Acts of Assembly (2004 Special Session 1) and as set forth in Item 503 of the 2005 Appropriations Act, that any qualifying vehicle having situs within the Town during the tax year which begins on January 1, 2010, shall receive personal property tax relief in the following manner:

**A RESOLUTION:**

**TO SET THE PERSONAL PROPERTY TAX RELIEF PERCENTAGE FOR THE TAX  
YEAR 2010**

1. The Treasurer will write off all personal property tax bills below \$10.50 per Va. Code 58.1-3912A.
2. Personal use vehicle valued at \$1 to \$20,000 will be eligible for 51% of tax relief set by the Town Council during its annual budget deliberations.
3. Personal use vehicles valued at \$20,001 or more will be eligible for 51% of tax relief on the first \$20,000 of assessed value set by the Town Council during its annual budget deliberations.
4. All other vehicles which do not meet the definition of "qualifying" (business use vehicles, farm use vehicles, motor homes, etc.) will not be eligible for personal property tax relief under PPRTA.

**PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2010.**

\_\_\_\_\_  
Robert W. Lazaro, Jr., Mayor  
Town of Purcellville

**ATTEST:**

\_\_\_\_\_  
Jennifer Helbert, Clerk of the Council

**Town Council  
Agenda Item Abstract  
Meeting Date: April 13, 2010**

**Title: Renewal of Agreement for Real Estate Brokerage Services**

<b>Department:</b> Administration	<b>Public Hearing:</b> Not Applicable
<b>Attachments:</b> <ul style="list-style-type: none"><li>- First Consecutive Ninety Day Renewal Document</li></ul>	<b>For Information, Contact:</b> Patrick Childs – (540) 751-2354 Marty Kloeden – (540) 751-2345

**Background**

The executed agreement by and between the Town and the real estate broker, Grubb & Ellis Co, for the Town Hall project says, “The Broker shall list, market, and represent the Property for a period of one hundred and eighty (180) days from the date of execution of the Agreement. The Agreement may be renewed for three (3) consecutive ninety (90) day terms only upon written mutual agreement between the Town and Broker.” The 180 day period ends on April 20, 2010.

**Recommendation**

Staff recommends renewal of the agreement with Grubb & Ellis Co for real estate brokerage services. The Ways and Means Committee discussed this matter at its regular April meeting and asked that this be brought to Town Council at its April 13, 2010 meeting for approval.

**Motion**

“I move that the Town Council approve exercising the option to renew the Agreement for Real Estate Brokerage Services with Grubb & Ellis Co for ninety (90) days commencing April 21, 2010. The Town Manager will execute the agreement renewal on behalf of the Town.”

**FIRST CONSECUTIVE NINETY DAY RENEWAL OF THE**  
**AGREEMENT FOR THE PROVISION OF REAL ESATE BROKERAGE**  
**SERVICES FOR THE SALE OR LEASE OF**  
**THE PURCELLVILLE TOWN HALL**

Pursuant to Section Two (2) of the Terms and Conditions of the Agreement for the Provision of Real Estate Brokerage Services for the Sale or Lease of the Purcellville Town Hall (hereinafter "Agreement"), executed on October 23, 2009 by the Town of Purcellville (hereinafter "Town") and the Grubb and Ellis Company (hereinafter "Broker"), the Town and Broker hereby mutually agree to the first consecutive ninety (90) day renewal of the Agreement. The Broker shall list, market and represent the Property for a period of Ninety (90) days commencing on April 21, 2010 and terminating on July 19, 2010. All Terms and Conditions of the Agreement remain in full force.

**SEEN AND AGREED:**

TOWN OF PURCELLVILLE, VIRGINIA  
A Municipal Corporation

FOR THE BROKER  
Grub and Ellis Company

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## STAFF MEMORANDUM

**TO:** Mayor Lazaro and the Town Council

**FROM:** Marty Kloeden, Assistant to the Town Manager  
Steve Coakley, Budget/Procurement Specialist

**DATE:** April 2, 2010

**SUBJECT:** **Renewal of the Refuse and Recycling Contract with American Disposal Services**

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### **BACKGROUND:**

On June 1, 2004, the Town of Purcellville entered into a five year contract for refuse and recycling services with American Disposal Services. The contract includes one remaining option year with renewal available by mutual consent of both parties. American Disposal is willing to renew the contract for one final year. American's renewal letter is attached. Under Virginia Procurement Law no modifications can be made to the current contract when a renewal clause is exercised.

### **ANALYSIS:**

The Town continues to receive excellent service from American Disposal. There have been numerous occasions where American has collected yard waste, refuse, recycling and special pick-ups that exceed, sometimes significantly, the contract's requirements. The procedures now in place between Town staff and American have worked very well to coordinate special pick-ups and resolve any issues that do arise. When problems have occurred American has consistently resolved them in a professional and expeditious manner. The overall complaint level is minuscule considering that the refuse and recycling of almost 2,500 households are collected each Wednesday.

The contract has also been very beneficial to the Town in other areas. A few of the highlights are noted here:

1. All surcharges, including fuel surcharges, are not permitted. This clause alone has saved the Town tens of thousands of dollars each year as we have had monthly surcharges of \$1,200 or more assessed against us by error only to have them removed per the contract.

2. The Town reports new units on a semi-annual basis providing up to a six month “float” between the reporting of a new unit and payment for service.
3. The annual escalation factor comprises the only additional cost to the Town each year. This escalation clause is pegged at the extremely low rate of 1.5%. In light of the current economy and the level of national inflation in all industries including refuse collection, this is a significant cost saver for the Town. According to the Bureau of Labor Statistics the current Consumer Price Index is 2.6%.<sup>i</sup>
4. Almost all dumpsters are provided to the Town and tipped weekly at no additional charge. The Town also receives weekly service at a large cardboard recycling dumpster and three Single Stream Recycling containers at the Town Hall.
5. All municipal litter receptacles are collected each week at no additional charge.
6. Town residents receive special pick-ups of large, bulky items and appliances at no charge, a very significant savings for our residents. Typically, special pick-ups can cost customers well over \$100.00. American has consistently coordinated special pick-ups in a very efficient manner greatly alleviating the work of Town staff in this area.
7. The contract includes liquidated damages that can be exercised against American for their failures under the contract. The Town has not needed to exercise any liquidated damages to date due to the high level of service American provides.

### **RECOMMENDATION:**

The Infrastructure Committee voted to recommend that the Town Council exercise the final one year renewal of the contract with American Disposal Services. This will lock in another year of good service for our taxpayers at a known low rate with no future fuel cost risk and certainly is prudent given the current volatile economic climate. The continuity of service will mean no modifications for our residents will be necessary. The Town has experienced disruptions in the past when we have switched refuse and recycling providers and this has had negative impacts upon our residents.

Staff will utilize the final year of this contract to craft a new and improved Refuse and Recycling Services Contract that shall be bid early in 2011. The intention is to bid the service using the “Best Value” approach in order to provide flexibility to the Town when selecting our next provider for one of the most critical services for our residents.

Over the last four years, American has consistently gone “above and beyond” the mere requirements of the contract and serviced residents and some businesses that have placed very large loads of refuse and debris on the curb. The customer service level at American is very high and their staff is dedicated to ensuring that their clients such as the Town are

happy with their service. It is in the interest of the Town to continue this beneficial relationship for as long as possible.

**MOTION:**

“I move that the Town Council agree to exercise the option to renew the Refuse and Recycling Services Contract with American Disposal Services for one additional year commencing July 1, 2010. The Town Manager will execute the Contract Renewal on behalf of the Town.”

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<sup>i</sup> <http://www.bls.gov/news.release/cpi.nr0.htm>



18 March 2010

Town of Purcellville  
Attn: Marty Kloeden  
130 E. Main Street  
Purcellville, VA 20132-3162

Re: Contract Renewal

Dear Mr. Kloeden:

American Disposal Services, Inc. hereby agrees to a one year contract extension, from 1 July 2010 through 30 June 2011, as provided by Paragraph 1. Period of Contract, of the contract dated 1 June 2004 between the Town of Purcellville and American Disposal Services, Incorporated.

If the Town of Purcellville concurs, please so indicate by having the Town Manager or other authorized town official sign below in the space provided.

For: American Disposal Services, Inc.

 | 3/18/10  
Account Manager Date

For: Town of Purcellville

\_\_\_\_\_|\_\_\_\_\_  
Town Manager Date

P.O. Box 1326 • Centreville, VA 20122  
Phone: 703-368-0500 • Fax: 703-369-1133

**Town Council  
Agenda Item Abstract  
Meeting Date: April 13, 2010**

**Title: Amendment of Contract with CivicPlus for Update of Town Website Design**

<b>Department:</b> Administration/IT	<b>Public Hearing:</b> Not Applicable
<b>Attachments:</b> - Contract Amendment	<b>For Information, Contact:</b> Patrick Childs – (540) 751-2354 Jennifer Helbert – (540) 751-2333 Ross Kasmier – (540) 751-2355 Dan Maday – (540) 751-2344 Marty Kloeden – (540) 751-2345

**Background**

At its annual strategic planning retreat in August this year, the Town Council identified “Town website upgrades and enhancements” as a priority project for Fiscal Year 2009-10. This recommendation includes the establishment of a Town Web Design Committee (WDC) comprised of staff and a Town resident to work on this initiative. After soliciting interest from residents to serve on the WDC, the Town Council appointed Stephen Erickson as the resident representative at its regular meeting on November 10, 2009. Since November, the WDC has been working to produce a user-friendly update of the website that will foster awareness of the Town, communicate real-time information, and provide a database of Town documents.

Information collected throughout the update process takes into account input from the Council at its retreat, a survey distributed to Town staff, the WDC’s review of award-winning websites, and telephone conference calls between the WDC and the Town’s current website host, CivicPlus. With this data, the WDC developed a concept of the homepage with Mr. Erickson providing his considerable HTML and design expertise to construct the mock up for review. The Ways and Means Committee provided feedback on the mock up at its regular meeting on February 1, 2010.

The WDC incorporated the suggestions into the mock up and sent it to Civic Plus for review by its design team.

**Recommendation**

The WDC recommends that the Town amend the contract with CivicPlus to update the design of the website. Once the contract is amended, a timeline meeting will be held immediately by and between CivicPlus and the WDC to go over the specific dates to complete the project. One of the first steps will be for CivicPlus to give the WDC its version of the updated homepage that is in conformance with the CivicPlus platform. The CivicPlus version will be brought back to the Ways and Means Committee for its feedback. The homepage design will determine the design of the other pages including department pages.

The cost to update the entire website with CivicPlus is \$9,900.00. This price includes \$2,000 for the addition of several feature modules that are not in the current website such as an intranet. At a marginal cost, the intranet will allow the Town to have a section of the website dedicated to in-house use for the posting of announcements, telephone lists, internal calendars, etc.

The update is cost-effective for the Town. Recently, the 1,500<sup>th</sup> document was posted on the website. If the Town opted to leave CivicPlus, it would have the data without the structure of the proprietary webpage layouts. A project with another vendor, therefore, would actually become a redesign coupled with a data conversion for the Town's current pages. Additionally, a redesign effort would require that the Town and the new vendor be cognizant of the proprietary development formats and tools utilized by CivicPlus. Because of these complexities, a redesign by a different vendor would be significantly more expensive and lengthy than an update by CivicPlus.

The Ways and Means Committee recommended approval of the contract amendment at its April 5, 2010 meeting.

### **Motion**

"I move that the Town Council approve the contract amendment with CivicPlus to update the design of the Town website."

## **FIRST AMENDMENT TO LICENSE AND SERVICE AGREEMENT**

**THIS FIRST AMENDMENT TO THE CIVICPLUS LICENSE AND SERVICE AGREEMENT** executed on May 18, 2006, by and between the Town of Purcellville, Virginia, a municipal corporation, by its duly authorized representative, (hereinafter "Town") and Icon Enterprises, Incorporated, d/b/a CivicPlus (hereinafter "contractor") hereby modifies the original Terms and Conditions of the Agreement as follows and shall be binding on contractor's successors and assigns:

- I. **COMPLIANCE WITH IMMIGRATION LAW:** The contractor certifies that it does not, and during the performance of this Agreement shall not, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- II. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, a "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.
- III. **APPLICABLE LAW:** This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia, without regard to conflict of laws principles.
- IV. **INDEMNIFICATION AND HOLD HARMLESS:** The contractor agrees to indemnify, defend and hold harmless the Town including its officers, agents, employees, community representatives, volunteers or others working on behalf of the Town from any and all claims, damages, actions, liabilities, judgments, suits, losses, payments, costs, fines and or fees levied against the Town and expenses of every nature and description, including attorneys' fees arising or resulting from or in any

way connected with the contractor's negligent acts, omissions, errors or willful misconduct under this Agreement. Virginia is a Dillon Rule state. Unless specifically permitted by statute, indemnification or attempts to have the Town "hold harmless" others are invalid and unenforceable and an impermissible waiver of the Town's sovereign immunity which may create potential future debt in violation of Virginia Constitutional and statutory requirements. **The Town does not waive its sovereign immunity.**

- V. The Agreement consists of the CivicPlus License and Service Agreement executed on May 18, 2006 and the First Amendment to the Agreement executed on April \_\_, 2010. The Agreement sets forth the entire understanding between the Town and contractor relative to the subject matter hereof, and supersedes all previous or contemporaneous understandings, commitments, or agreements, written or oral, on this subject. The terms, provisions and language of the First Amendment shall prevail over any conflicting terms, provisions or language in the CivicPlus License and Service Agreement executed on May 18, 2006.

### TERMS & CONDITIONS

**Term 6.** Upon termination of the Agreement, contractor will provide the Town an electronic copy on CD/DVD of the website's Customer Content at no additional charge.

**Term 9.** One-third of the total Project Development fee will be billed upon completion of design; one-third of the total Project Development fee will be billed upon completion of content. The remainder of the Project Development fee and any additional Project Development services will be invoiced upon Go-Live.

**Term 11.** Project Development invoices are due by the first of the following month, but no sooner than 30 days from invoice date.

**Term 12.** If the Town's account exceeds 90 days past due, the web service may be temporarily removed from service until the Town's account is made current. The Town will be given 30 days' notice prior to removal of the website for non-payment.

**Additional Term.** The Town shall sign a project completion and acceptance form prior to project go-live. The date may be extended if material system or operational failures are encountered. Immediately upon project Go-Live the final bill for the project development services will be billable and payable. The Town and contractor agree that the website will not go-live until the project is accepted in writing by the Town.

--Remainder of this page left blank intentionally--

**SERVICE RATES** The Town agrees to pay the contractor for the following chosen services:

**Complete Redesign of Website Look & Feel**

**One-Time Fee**

**Package Includes:**

**Included**

- Redevelop banner
- Up to 3 graphic buttons to promote special services
- Redevelop navigation method (may choose top drop-down or other options)
- Design setup
- Print this page option
- Email this page option
- Breadcrumbs
- Sitemap
- Redevelop graphic elements of website (Newsflash, FAQs, Calendar, etc.)
- Project Management
- Testing
- Review
- Content Migration that includes retouching of all pages on the website to ensure proper formatting, menu structure, and application of new site styles.

**Inclusion of all Modules** (see listing below)

**One-Time Redesign Total:**

**\$9,900**

**Modules Listing**

**Module Listing**

**Functionality Listing**

- Archive Center
- Bid Postings (1 Category)
- Business/Resource Directory
- Calendar
- Carbon Calculator
- Document Center
- Emergency Alert Notification
- Facilities & Reservations (50 Facilities)
- FAQs
- Featured Info Module
- Forms Development Tool (5 Forms - Client develops)
- Healthy City Initiative
- Intranet (1 Group)
- Job Postings (1 Category)
- News Flash
- Notify Me Email Subscription
- Online Job Application (1 Generic Application)
- Opinion Poll
- Photo Gallery (50 Photos)
- Postcard Module
- Quick Links
- Real Estate Locator (25 Properties)
- Request Tracker (5 Users)
- Staff Directory

- Action Items Queue
- Audit Trail / History Log
- Automated PDF Converter
- Automatic Content Archiving
- Dynamic Breadcrumbs
- Dynamic Sitemap
- Expiring Items Library
- Graphic Link Administration
- Links Redirect and Broken Links Finder
- Menu Management
- Mouse-over Menu Structure
- Online Editor for Editing and Page Creation
- Online Web Statistics (Only with CivicPlus Hosting)
- Page Wizard for Preformatted Page Options
- Printer Friendly / Email Page
- Rotating Content
- RSS
- Search Engine Registration
- Site Layout Options
- Site Search & Entry Log
- Slideshow
- User / Group Permission with Author & Publisher Rights
- Web Page Upload Utility
- Website Administrative Log

## Annual Support, Maintenance and Hosting Services

**Current Annual Support, Maintenance and Hosting Fee**  
(Server Storage not to exceed 15GB)

**\$4,917**

**Annual Increase**

**No additional increase  
Will remain the same per original contract**

**Optional Monthly Pay Plan** (includes \$10 monthly surcharge)

**N/A**

### Annual Support, Maintenance & Hosting Includes:

#### Hosting

- ✓ Shared Web/SQL Server
- ✓ DNS Consulting & Maintenance
- ✓ Monitor Bandwidth-Router Traffic
- ✓ Redundant ISP
- ✓ Redundant Cooling
- ✓ Natural Gas Powered Generator
- ✓ Daily Tape Backup
- ✓ Intrusion Detection & Prevention
- ✓ Antivirus Protection
- ✓ Upgrade Hardware

#### CivicPlus Application & Modules

- ✓ Install Service Patches for OS
- ✓ Upgrades
- ✓ Fixes
- ✓ Improvements
- ✓ Integration
- ✓ Testing
- ✓ Development
- ✓ Usage License

#### Support

- ✓ 7am-7pm (CST), Monday-Friday (excluding holidays)
- ✓ 24/7 Emergency Support
- ✓ Dedicated Support Personnel
- ✓ 2-hour Response During Normal Hours
- ✓ Usability Improvements
- ✓ Integrate New & Upgraded Services
- ✓ Proactive Support for Updates & Fixes
- ✓ Online Training Manuals
- ✓ Monthly Newsletters
- ✓ Phone Consulting

## SETUP NOTES

1. Icon Enterprises, Inc., d/b/a CivicPlus will create a unique redesign of the Town of Purcellville, VA (Town) website that includes all services as defined under Service Rates.
2. This Agreement is not a sale of the CivicPlus Content Management System (CMS) and its associated applications and modules (the Proprietary System). CivicPlus owns the Proprietary System and provides a right of use to the Client during the period of this Agreement. Rights are non-transferable.
3. Upon full and complete payment of submitted invoices for the development of graphic designs, web content, page designs and banners ("Customer Content"), The Town will own the Customer Content that is incorporated into the Proprietary System in the course of using the Proprietary System.
4. Upon completion of the development of the site, The Town will assume full responsibility for Web site content maintenance and content administration. The Town, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.
5. The Town shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Proprietary System in any way; (ii) modify or make derivative works based upon the Proprietary System; (iii) create Internet "links" to the Proprietary System or "frame" or "mirror" any functionality on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Proprietary System in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Proprietary System, or (c) copy any ideas, features, functions or graphics of the Proprietary System.
6. The CivicPlus name, the CivicPlus logo, and the product and module names associated with the Proprietary System are trademarks of CivicPlus, and no right or license is granted to use them.

## SUPPORT

1. As part of the annual support, CivicPlus will provide unlimited telephone support Monday-Friday, 7:00 am – 7:00 pm (Central Time) excluding holidays, for all trained Town staff. Emergency Support is provided on a 24/7/365 basis for emergency contacts named by the Town. The Town is responsible for providing CivicPlus with contact updates.
2. Support includes providing technical support of the CivicPlus CMS System, application support (pages and modules), and maintenance of the Town's website. Following initial setup, additional page design, graphic design, user training, site modification, and custom programming may be purchased separately for an additional fee.
3. During the period of this agreement and subsequent annual renewals, CivicPlus warrants that it will, without additional charge to the Town, immediately correct any problems or defects discovered in the System and reported to CivicPlus by the Town, such warranty to include ongoing maintenance upgrades and technical error correction.
4. CivicPlus provides online website statistics software at no extra charge. If the Town desires to use another website statistic software, CivicPlus will provide the necessary log file access.

## SCHEDULE

1. Meeting the Project Go-Live date is contingent upon the Town meeting all mutually agreed upon deadlines. Should the Town fail to meet any deadlines; the Town and CivicPlus will mutually agree to extend the affected milestone dates under this Agreement. CivicPlus will not be held liable under this Agreement for any delay caused by the Town.

## MARKETING

1. If applicable, The Town agrees to work with the CivicPlus Marketing Department to gather information and meet deadlines associated with website award contest entries throughout the term of this Agreement. The Town permits CivicPlus to include an example of the Town home page and a link to the Town's website on the CivicPlus corporate website.
2. The Town will cooperate with the CivicPlus Marketing Department to create a news item to be released in conjunction with their project Go-Live date. The Town will provide CivicPlus with contact information for local and regional media outlets. CivicPlus may use the press release in any marketing materials as desired throughout the term of this Agreement.
3. The Town will cooperate with the CivicPlus Marketing Department to create a case study related to their website. The Town agrees to allow CivicPlus to display a "Powered by CivicPlus" insignia and web link at the bottom of their web pages. The Town understands that the pricing and any related discount structure provided under this Agreement assumes such permission so long as the Agreement is in force.

## **SEEN AND AGREED:**

TOWN OF PURCELLVILLE, VIRGINIA  
A Municipal Corporation

ICON ENTERPRISES  
Incorporated  
d/b/a CivicPlus

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **STAFF REPORT**

**DATE:** April 5, 2010

**TO:** Mayor & Town Council

**FROM:** Samer Beidas, P.E., CCM, Director of Public Works

**RE:** Engineering Services for Parking Lot Improvements at  
Fireman's Field, Fireman's Field Drainage and Hardscape  
Improvements

### **Background**

Parking for the New Town Hall will be provided at the Fireman's Field.

### **Analysis**

Improvements to the existing gravel parking lot will be required to meet Town land use requirements. Improvements will be limited to the requisite number of spaces to meet parking requirements for the New Town Hall, drainage improvements to accommodate storm water management requirements, and fencing/hardscape improvements to the Fireman's Field Entrance Area. New and more stringent state storm water management regulations will go into effect July 2010, hence staff recommends initiating this activity early to complete design and approval process before the new and stringent regulations go into effect.

### **Recommendations**

The Infrastructure Committee recommended at its March 22, 2009 meeting to Town Council approval of the proposal from Kimley Horn at a cost not to exceed: \$ 105,800 plus allowances at \$ 7,400 that may be exercised by the Town, as further detailed in Kimley Horn's revised proposal dated April 5, 2010.

### **Motion**

"I move that the Town Council approve the proposal from Kimley Horn at a cost not to exceed: \$ 105,800 plus allowances at \$ 7,400 that may be exercised by the Town, as further detailed in Kimley Horn's revised proposal dated April 5, 2010."



**TOWN HALL FRONTAGE AND PARKING LOT IMPROVEMENTS  
FIREMAN'S FIELD STADIUM ENTRANCE IMPROVEMENTS  
Town of Purcellville, VA**

***SCOPE OF SERVICES***

**INTRODUCTION**

In response to our original meeting held on Wednesday, September 2, 2009 and several subsequent meetings, Kimley-Horn and Associates (KHA) is pleased to submit this scope of services and fee proposal for professional design services. The Town of Purcellville has identified the need for design and engineering services for pedestrian and vehicular improvements associated with the Fireman's Field parking lot as well as streetscape improvements to Nursery Avenue in proximity to the new Town Hall. This project will create an updated circulation system that accommodates higher volumes of pedestrians and vehicles generated by associating the existing Fireman's Field parking area to the new Town Hall. The intent is to provide a clear connection to the parking area and improved streetscape using design elements that are drawn from context throughout the Town and the proposed Fireman's Field site. The project area is Nursery Avenue between the Fireman's Field and the new proposed Town Hall site, and the existing parking area located on the Fireman's Field site.

The project entails design of pedestrian and/or vehicular paving, way finding, landscaping, lighting, streetscape and parking lot amenities.

This project also includes design of improvements to the pedestrian entrance to the Fireman's Field Stadium. The improvements will follow the direction set forth in the Master Plan for Fireman's Field developed by Kimley-Horn and Associates.

**PROJECT UNDERSTANDING**

Kimley-Horn understands the project to be comprised of the following key elements:

1. **PROJECT LIMITS** – East side of Nursery Ave. along Fireman's Field at the new Town Hall, along the proposed Town Hall site, existing parking area at Fireman's Field, and the pedestrian entrance to the Fireman's Field Stadium.
2. **PURPOSE** - The primary purpose of this project is to design aesthetic improvements and a functional streetscape for Nursery Ave. and a parking area to serve the new Town Hall that also can function as part of the parking lot for the Fireman's Field site. The second purpose of the project is to improve the main entrance to the Fireman's Field Stadium. The project consists of the preparation of construction drawings for the aforementioned improvements. Kimley-Horn understands that there needs to be a clear connection to the parking lot from the new Town Hall site that provides safe pedestrian circulation to and from the parking area. Kimley-Horn also understands that the streetscape improvements along Nursery Ave. will also be an important element that will tie the Fireman's Field improvements to the new Town Hall site.

3. **DESIGN ELEMENTS** – The design elements of this project may include paving, curb and gutter, planting, grading/ drainage, a potential new vehicle entrance to the parking lot from Nursery Avenue, pedestrian and entrance improvements to the Fireman's Field Stadium, streetscape improvements, frontage improvements, lighting, and way finding signs. It is understood that the design elements need to follow the proposed Fireman's Field Master Plan improvements.
4. **ADDITIONAL ITEMS** – KHA assumes that irrigation will not be designed or used for planting areas. Drought tolerant, low maintenance planting materials will be specified in the design. KHA does not anticipate re-aligning roadways or producing roadway plans.

## **SCOPE OF SERVICES**

### **Task 1 - Project Kick-Off and Preliminary Investigation**

Kimley-Horn will attend one Kick-off meeting with Purcellville staff to discuss project scope, project milestones, deliverable schedule, and obtain Town owned data for the project. It is assumed that the attendees will clearly establish project protocols at this meeting. Kimley-Horn will draft a summary memorandum that documents decisions and outlines protocols from this meeting. As part of the Kick-off meeting, Kimley-Horn will conduct a preliminary investigation of the project area with Town Staff to walk through the project area and to better understand the Town's goals and desires for the site prior to design work beginning.

Deliverables to be provided by Kimley-Horn include:

1. Preliminary project schedule
2. Base maps for site walk
3. Meeting minutes

### **Task 2 - Project Administration and Coordination**

This task includes time required to administer the design including contracting with The Town, internal coordination, coordination with Town staff, supervision and general quality control of the design preparation process, project accounting, meetings, and scheduling.

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### **Task 3 - Construction Documents**

Kimley-Horn will prepare construction documents pursuant to the requirements set forth in the Town's Zoning Ordinance (Adopted Dec. 12, 2008).

***The Construction Documents will be comprised of the following:***

***Task 3A- Town Hall Parking Lot and Nursery Ave. Frontage Improvements***

- a. Existing Conditions Plan
- b. Demolition Plan
- c. Stormwater Analysis of Existing Site Conditions
- d. Stormwater Management and BMP Design
- e. Erosion and Sediment Control Plan- Phase I and II
- f. Layout and Grading Plan
- g. Landscape Plan
- h. Lighting Plan

***Task 3B- Fireman's Field Stadium Entrance/Tabernacle Hall and Parking Lot***

- a. Existing Conditions Plan
- b. Demolition Plan
- c. Stormwater Analysis of Existing Site Conditions
- d. Stormwater Management and BMP Design
- e. Erosion and Sediment Control Plan- Phase I and II
- f. Layout and Grading Plan
- g. Landscape and Lighting Plan
- h. Construction Details
- i. Hardscape Plan

Kimley-Horn will submit the construction documents to the Town. The Town's review comments of the construction documents will be forwarded to Kimley-Horn in the form of marked up drawings and/or written comments. Upon receipt of comments, KHA will make revisions to the construction documents. The elements included in this task are specifically limited to the project area noted in the project understanding portion of this scope of services. Kimley-Horn will respond to two (2) sets of consolidated comments. Any further revisions arising from additional comments will be addressed as an additional service.

KHA representatives will attend up to four (4) meetings with the Client.

Deliverables to be provided by Kimley-Horn include:

1. Construction drawing plans as identified in Task 3
2. Four (4) submittals: one (1) interim internal submittal (50%), two (2) permit submittals (signed and sealed drawings at 90% and 100%), and one (1) construction set (final) submittal.

#### **Task 4 – Opinions of Probable Cost**

Kimley-Horn will prepare an Opinion of Probable Cost (OPC) for the 50% plan and 100% plan. It is assumed that the OPC's will be prepared based on typical unit costs for similar levels of work and will not be a signed and sealed Engineer's estimates. The 50% plan OPC will be used to refine the project budget. The 100% OPC will be summarized by project element or work type and reflect assumed material costs and installation fees.

Deliverables to be provided by Kimley-Horn include:

1. Opinion of Probable Cost at 50% plan submittal
2. Opinion of Probable Cost at 100% plan submittal (bid set)

#### **Task 5 - Construction Phase Services**

Kimley-Horn will be available to provide information clarifying the plan prepared by KHA during construction, as an additional service requested and approved by the Town of Purcellville. It is assumed that the majority of construction phase services will be provided by the Town.

#### **FEE AND BILLING**

Based upon the tasks described in the scope of services, Kimley-Horn will provide Task 1 thru 4 services on an hourly plus expense basis not-to-exceed \$ 113,200. For informational purposes, the following summarizes a per task fee summary:

Task 1 – Project Kick Off and Preliminary Investigation	\$ 3,000
Task 2 – Project Administration	\$ 2,500
Task 3A – Construction Documents-Town Hall Parking	\$ 55,600
Task 3B – Construction Documents-Fireman's Field Entrance	\$ 41,300
Task 4 – Opinion of Probable Cost	\$ 3,400
<b>DIRECT EXPENSES</b>	<b>\$ 7,400</b>
<b>TOTAL NOT-TO-EXCEED FEE:</b>	<b>\$ 113,200</b>

Services described in Task 5 will be provided as an additional service and will be negotiated prior to their performance.

Kimley-Horn fees will be invoiced monthly based upon the percentage of services performed as of the invoice date, per our Basic Order Agreement for Traffic and Transportation Services contract with the Town.

## **SCHEDULE**

Kimley-Horn will work with the Town of Purcellville to establish an attainable schedule that corresponds with this scope of services.

## **ADDITIONAL SERVICES**

Any services not specifically provided for in the above scope, as well as any changes in the scope requested by the Town of Purcellville, will be considered additional services and will be performed at our current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Additional plan revisions
- Additional meetings
- Additional renderings
- Roadway design
- Traffic signal design
- Design of utility relocations
- Electrical service design for site lighting- assumed by Dominion
- Design of special features (i.e. trellis structures, water features, etc.)
- Construction scheduling and construction phase services
- Construction stakeout
- Preparation of permits
- Preparation of technical specifications
- Environmental investigations
- Right-of-way acquisition services
- Irrigation design

## **CLOSING**

Kimley-Horn appreciates the opportunity to provide services to the Town of Purcellville. We are prepared to undertake the aforementioned project upon the Town's notification.

<b>Task 1 - Project Kick Off and Preliminary Investigation</b>									
	SENIOR PROF (hours)	ENGR 2 (hours)	ENGR 1 (hours)	ANALYST / DESIGNER (hours)	TECH / CADD (hours)	ADMIN SUPPORT (hours)	TOTAL HOURS	TOTAL LABOR	
Project kickoff meeting (1)		4			4			8 \$	1,060.76
Project kickoff meeting minutes					2	2		4 \$	357.22
Field review meeting with Town staff		3			3			6 \$	795.57
Preliminary Project Schedule		2			4			6 \$	744.46
<b>Totals</b>		9			13				
Rate	\$ 188.68	\$ 158.15	\$ 126.39	\$ 107.04	\$ 82.37	\$ 71.57			
Total Labor	\$ -	\$ 1,423.35	\$ -	\$ 1,391.52	\$ -	\$ 143.14	\$ 2,958.01	\$ 2,958.01	\$ 2,958.01
							<b>Rounded Labor:</b>	<b>\$ 3,000.00</b>	
<b>Task 2 - Project Administration and Coordination</b>									
	SENIOR PROF (hours)	ENGR 2 (hours)	ENGR 1 (hours)	ANALYST / DESIGNER (hours)	TECH / CADD (hours)	ADMIN SUPPORT (hours)	TOTAL HOURS	TOTAL LABOR	
Concept Design presentation (1)- Dept. of Planning and Zoning, Public Works		2			2			6 \$	684.32
Concept Design Public Presentation (1)-Infrastructure Committee		2			2			6 \$	684.32
Public Presentation (1)- Town Council Public Hearing	2	2			2			8.5 \$	1,102.87
<b>Totals</b>	2	6			6				
Rate	\$ 188.68	\$ 158.15	\$ 126.39	\$ 107.04	\$ 82.37	\$ 71.57			
Total Labor	\$ 377.36	\$ 948.90	\$ -	\$ 642.24	\$ 288.30	\$ 214.71	\$ 2,471.51	\$ 2,471.51	\$ 2,471.51
							<b>Rounded Labor:</b>	<b>\$ 2,500.00</b>	
<b>Task 3 A - Construction Documents</b>									
<b>Town Hall Parking Lot and Nursery Ave. Frontage Improvements</b>									
	SENIOR PROF (hours)	ENGR 2 (hours)	ENGR 1 (hours)	ANALYST / DESIGNER (hours)	TECH / CADD (hours)	ADMIN SUPPORT (hours)	TOTAL HOURS	TOTAL LABOR	
Existing Conditions Plan			2		6			8 \$	895.02
Demolition Plan			4		7			11 \$	1,254.84
Stormwater Analysis- existing conditions- within project limits	1	5	9					15 \$	2,116.94
Stormwater Management and BMP Design	1	9	30		15			55 \$	7,009.33
Erosion and Sediment Control Plan- Phase I and II		2	2		9			13 \$	1,532.44
Layout and Grading Plan	1	18	40		90			149 \$	17,724.58
Landscape Plan		9	4		36			49 \$	5,782.35
Lighting Plan		6	18		27			51 \$	6,114.00
Nursery Ave. Frontage Improvements		9	9		36			54 \$	6,414.30
Pedestrian Connection to Town Hall		9	9		18			36 \$	4,487.58
Sight Distance Plan and Profile- Nursery Ave.		1	9		9			19 \$	2,259.02
<b>Totals</b>							<b>SUBTOTAL</b>	<b>\$ 55,590.40</b>	
<b>Task 3 B - Construction Documents</b>									
<b>Firemans Field Stadium Entrance/Tabernacle Hall and Parking Lot</b>									
	SENIOR PROF (hours)	ENGR 2 (hours)	ENGR 1 (hours)	ANALYST / DESIGNER (hours)	TECH / CADD (hours)	ADMIN SUPPORT (hours)	TOTAL HOURS	TOTAL LABOR	
Existing Conditions Plan			2		4			6 \$	680.94
Demolition Plan			1		6			7 \$	768.63
Stormwater Analysis-existing conditions-within project limits	1	4	9					14 \$	1,958.79
Stormwater Management and BMP Design	1	9	30		15			55 \$	7,009.33
Erosion and Sediment Control Plan- Phase I and II		2	2		9			13 \$	1,532.44
Layout and Grading Plan	1	9	18		58			86 \$	10,095.37
Landscape and Lighting Plan	1	9	9		36			55 \$	6,602.98
Construction Details		9	9		40			58 \$	6,842.46
Hardscape Plan		4	18		27			49 \$	5,797.70
<b>Totals</b>	7	114	234	448			<b>SUBTOTAL</b>	<b>\$ 41,288.64</b>	
Rate	\$ 188.68	\$ 158.15	\$ 126.39	\$ 107.04	\$ 82.37	\$ 71.57			
Total Labor	\$ 1,320.76	\$ 18,029.10	\$ 29,575.26	\$ 47,953.92	\$ -	\$ -	\$ 96,879.04	\$ 96,879.04	\$ 96,879.04
							<b>Rounded Labor:</b>	<b>\$ 96,900.00</b>	

62

**Town Council  
Agenda Item Abstract  
Meeting Date: April 13, 2010**

**Title: Lease Extension Agreement for Police Department**

<b>Department:</b> Administration	<b>Public Hearing:</b> Not Applicable
<b>Attachments:</b> - Draft Lease Extension	<b>For Information, Contact:</b> Rob Lohr – (540) 751-2316 Patrick Childs – (540) 751-2354 Maureen Gilmore – (703) 771-9453

**Background**

The lease agreement by and between the Town and Chapman Brothers, LC for the Police Department space at 125 Hirst Road expires on May 31, 2010. In preparation for this expiration date, Town staff met with John Chapman to discuss the lease extension agreement. Mr. Chapman's attorney, Mark Nelis, drafted the lease extension which has been forwarded to the Town Attorney, Maureen Gilmore. Main terms of the draft agreement are as follows:

- The term of the lease shall commence on June 1, 2010 and expire on May 31, 2015.
- The rate is \$18 per square foot at 2,482 square feet which equals \$44,676 per year for a monthly payment of \$3,723. Over the five year term, the total is \$223,380.
- A right of first refusal to lease another portion of the building if and when the Town determines to increase the size of the space for the Police Department.

The Town is currently paying \$4,766 per month which totals \$57,192 per year. The proposed lease rate will equate to a savings of \$12,516 per year in comparison to the current lease rate.

If Town Council prefers a shorter term, Mr. Chapman offered an extension for three years at \$20 per square foot. At this rate, the payments would be \$49,640 per year for a monthly payment of \$4,136. Over the three year term, the total is \$148,920. This proposed lease rate will equate to a savings of \$7,552 per year in comparison to the current lease rate.

The Town Attorney has identified some deletions, additions and changes that need to be made to the draft agreement such as adding a paragraph concerning termination and adding language that sets forth the Landlord's covenants.

**Recommendation**

Staff recommends that the Town Attorney and staff be authorized to work with Valley Commercial, LC to complete the agreement for Town Council consideration at its regular May meeting. The Town has explored various space alternatives for the Police Department and, at this time, the current space at Hirst Road is the preferred one.

**Motion**

“I move that the Town Council authorize the Town Attorney and staff to complete the Lease Extension Agreement with Valley Commercial, LC for Police Department space at 125 Hirst Road. The completed agreement will be presented to Town Council for consideration at its regular May meeting.”

## LEASE EXTENSION AGREEMENT

**THIS LEASE**, made this \_\_\_\_ day of \_\_\_\_\_, 2010, between Valley Commercial, LC, a Virginia limited liability company (the "Landlord"), and the Town of Purcellville, a municipal corporation, (the "Tenant"), provides:

WHEREAS, this is an Extension of a Lease Agreement dated May 9, 2005 between Chapman Brothers, LLC, A Virginia limited liability company and the Tenant;

WHEREAS, the leased premises is now owned by Valley Commercial, LC; and

THAT for and in consideration of the mutual agreements herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Leased Premises.** The Landlord hereby lets, grants, demises and leases unto the Tenant, and the Tenant hereby leases and takes from the Landlord, for the term and upon the conditions hereinafter set forth, the property with improvements containing approximately 2,482 square feet of space, 1<sup>st</sup> Floor, Units 7 A & B, 8 A & B, 125 Hirst Road, Purcellville, Virginia 20132 and as more particularly described in Exhibit A, attached hereto (the "Leased Premises").

2. **Term.** The term of this Lease shall commence as of June 1, 2010 and expire on May 31, 2015 May 31, 2010.

3. **Deposit.** The existing deposit will carry forward with this extension. Upon termination of this Lease, the Deposit shall be refunded to the Tenant within thirty (30) days of Tenant's vacation of the Leased Premises, with interest, less any deductions properly chargeable against such Deposit, together with a written itemization of any such deductions made and withheld by the Landlord.

3(a). **Use of Leased Premises.** The Tenant may use the Leased Premises for police department and related accessory uses.

4. **Rent.**

For the period from June 1, 2010 to May 31, 2015, the Tenant shall pay the Landlord a total rent of ~~\$254,032.80~~  $18 \times 2,482 = 44,676 \times 5 = 223,380.00$  to be paid in equally monthly installments of ~~\$4,239.88~~  $223,380.00 / 18 = 12,410.00$ . All monthly rent installments are due on the first day of every month.

3,723.00

5. **Late Rent.** In the event that rent is not paid within five (5) days of the date stated above, the Tenant agrees to pay a late payment penalty of \$238.30, after the 10th day of each month.

6. First Right of Refusal for GA & B

6. Personal Property. All personal property in the Leased Premises shall be and shall remain at the sole risk of the Tenant, and the Landlord shall not be liable for any damage to any other persons or from any other cause whatsoever.

7. Destruction by Casualty. The Landlord shall maintain hazard insurance with respect to the Leased Premises. In the event of damage to the Leased Premises by fire or other casualty, but the Leased Premises remains tenantable, the Landlord shall promptly repair the same. If the Leased Premises, or any part thereof, is damaged by fire or other casualty to such an extent as to be rendered untenable, this Lease shall terminate as of the date of such damage at the option of either the Landlord or the Tenant.

8. Injury to Persons or Property and Insurance by the Tenant. The Tenant agrees to maintain public liability insurance on the Leased Premises in an amount of ONE MILLION DOLLARS (\$1,000,000.00) for bodily injury coverage and ONE MILLION DOLLARS (\$1,000,000.00) for property damage. .

9. Condemnation. If all or any part of the Leased Premises shall be taken for any public use pursuant to an exercise of the power of eminent domain, or by purchase in lieu thereof by a public body vested with such power of eminent domain, upon the taking of possession by such public body of all or any part of the Leased Premises, this Lease and all rights of the Tenant and the Landlord hereunder shall immediately and automatically terminate and the Landlord shall not be liable for any inconvenience or damage to the Tenant caused thereby.

10. Assignment and Subleasing. The Tenant agrees that the Tenant will not transfer or assign this Lease, or let or sublet the whole or any part of the Leased Premises, without the prior written consent of the Landlord, which consent shall not be unreasonably withheld. Any assignment or sublease approved by the Landlord shall not in any way relieve Tenant from the obligations contained in this Lease. The Landlord may assign any or all of Landlord's rights under this Lease at any time and without the necessity of obtaining any prior consent of the Tenant, provided, however, that Landlord shall notify Tenant of any such transfer or assignment at least sixty (60) days prior to the effective date of such transfer or assignment.

11. Quiet Possession. Tenant shall conduct himself and require other persons on the premises with his consent, whether known by the Tenant or not, to conduct themselves in a manner that will not disturb his neighbor's peaceful enjoyment of their premises, and the Tenant further covenants and agrees that he will not permit said premises to be used for an improper, illegal, or immoral purpose, nor will he use, permit, or suffer the same to be used by any person or persons in any noisy, dangerous, offensive, illegal or improper manner. The Landlord covenants that the Tenant shall have the quiet possession and enjoyment of the Leased Premises.

12. Inspection and Condition of the Leased Premises. The Tenant agrees: to keep the Leased Premises as clean and sanitary as the conditions of the premises permits; to dispose

from the premises all rubbish, garbage and other organic or flammable waste in a clean safe and sanitary manner; and to properly use and operate all electrical, gas, plumbing and heating fixtures and appliances. The Tenant shall be responsible for all repairs required for damages caused solely by the negligent or intentional acts of the Tenant or its employees, and the Tenant shall pay the Landlord for the cost of any such required repairs immediately upon presentation of the bill to the Tenant by the Landlord. If such bill is not immediately paid, it shall be added to and deemed to be additional rent due owing for the following month. The Tenant shall not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises (including light fixtures, facilities and appliances) or permit any person to do so whether known by the Tenant or not, and Tenant shall be responsible for any damage caused by his failure to comply with this requirement.

13. Maintenance. The Tenant shall take good care of the interior of the Leased Premises and the fixtures located within the Leased Premises. The Landlord shall furnish, supply and maintain in good order and repair (a) the roof, structure and remainder of the exterior of the Building, and (b) sanitary sewer and water lines and facilities, grounds, sidewalks and parking areas and other common areas, all at the Landlord's expense.

14. Removal and Repair of Fixtures. At the termination of this Lease Agreement, the Tenant shall be allowed to remove fixtures particular to their business. This will include signage, lighting, commercial display cabinets, interior furnishings and easily removable decorations. Removal shall be done in a professional manner so as not to impede the ability of Landlord to show the property to prospective new tenants. The Tenant agrees not to remove any interior coverings, bathroom fixtures, air conditioning systems and electrical and plumbing supply systems.

15. Fire Suppression System. The building will have a fire suppression system installed by the Landlord. The system will comply with all applicable federal, state and local requirements. The system will be installed in accordance with the drop ceiling plan and for general storage in the warehouse. If for any reason the Tenant desires to add or delete fire suppression heads for the Tenant's use, the change shall be at the Tenant's expense and Landlord shall not be responsible for such costs.

16. Notice of Defects or Malfunction. Tenant shall give Landlord prompt notice of any known defect, breakage, malfunction or damage to or in the structure, equipment or fixtures in or on said Leased Premises. The Landlord shall be responsible for maintenance and repair of these items except as provided for otherwise in this Lease Agreement.

17. Liens Upon Property The Tenant has no authority to incur any debt or to make any charge against the Landlord or assign or create any lien upon said leased property for any work or materials furnished the same.

18. Utilities. The Tenant shall pay telecommunication, electric and natural gas charges, if applicable, directly to the utility providers. The Tenant shall be responsible for paying

the Landlord on a monthly basis, in addition to rent, for water and sewer charges.

19. Real Estate Taxes. The Landlord shall be responsible for the payment of real estate taxes assessed against the Leased Premises.

20. Landlord Access to the Leased Premises. The Landlord recognizes that the Leased Premises shall be used for and by the Town of Purcellville Police Department and that such use may create the need for increased security of the Leased Premises. Accordingly, in the event that the Landlord desires to enter the Leased Premises for the purpose of inspecting the premises or showing the same to prospective tenants or purchasers or for making necessary repairs, Landlord shall give one day's notice to the Chief of Police or such designee and receive authorization. During the last thirty (30) days of this lease or any renewal period, the Landlord or its representatives with the prior express permission of the Tenant, may enter the premises in order to make repairs or decorate for any incoming tenant.

21. Holdover/Option. Upon termination of this Lease, the Tenant shall deliver possession of the Leased Premises to the Landlord together with a written instrument evidencing such termination and delivery of possession. Any holding over after the expiration hereof, with the consent of the Landlord, shall be construed as a tenancy from month to month in accordance with the terms of this Lease, as applicable.

22. The Tenant's Covenants. The Tenant covenants and agrees (a) to pay all charges payable hereunder, (b) not to permit any lien to be filed against the Leased Premises on account of nonpayment of amounts payable with respect to labor or materials furnished in connection with any repairs, modifications or additions to the Leased Premises, or otherwise arising out of any action taken by Tenant with respect to the Leased Premises, and, should any lien of any nature be filed against the Leased Premises as a result of the actions or inactions of the Tenant, to cause said lien to be released and removed by substitution of collateral, posting of bond or other appropriate action within thirty (30) days of its filing, (c) to comply with all laws, ordinances, rules and regulations applicable to the occupancy and use of the Leased Premises (d) to maintain the Leased Premises in at least as good condition as the Leased Premises were when the Tenant took possession thereof, (e) not to deliberately or negligently alter, destroy, deface, damage or impair any part of the Leased Premises nor permit any other person to do so, (f) to give to the Landlord prompt notice of any such damage to the Leased Premises.

23. Tenant Improvements. Any and all Tenant improvements that are permanently affixed to the structure shall become the property of the Landlord. Tenant shall make no such improvements without written authorization of the Landlord which shall not be unreasonably withheld.

24. Rights of the Landlord upon Default. The Tenant agrees that any of the following shall be deemed a default by the Tenant and a breach of this Lease: (a) a default in the payment of any payment due from Tenant, (b) a default by the Tenant in the performance of any other

provision, covenant or condition of this Lease and (c) any abandonment, desertion or vacation of the Leased Premises by the Tenant.

In the event of any such default by the Tenant and the failure of the Tenant to cure such default within ten (10) days after written notice thereof, the Landlord and the Landlord's agents shall have the right to reenter and resume possession of the Leased Premises and terminate this Lease. No such entry or reletting shall deprive the Landlord of any other right, action or proceeding for possession or damage by statute or otherwise provided at law or in equity.

25. Notice. Any notice provided for or permitted by this Lease may be given in writing by registered or certified United States mail, postage prepaid, return receipt requested, addressed to the party to be notified at that party's address last designated by that party in writing to the other, or delivered personally to the Landlord or the Tenant, as the case may be, and shall be deemed conclusively to have been given on the date of mailing or personal delivery. Notice to terminate this Lease, when otherwise permitted by the provisions hereof, shall be given by either party to the other, in writing, at least 120 days prior to the date of termination.

To Landlord: John Chapman, Manager  
Valley Commercial, L.C.  
125 Hirst Road, Suite 8C  
Purcellville, VA 20132

To Tenant: Town of Purcellville  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

26. Waiver. No failure of the Parties to enforce any term of this agreement shall be deemed a waiver nor shall any acceptance of a partial payment of rent be deemed a waiver of the Landlord's right to the full amount thereof.

27. Subordination and Attornment.

(a) This Lease shall be subject and subordinate at all times, to the lien of the mortgages now or hereafter on the Demised Premises and to all advances made or hereafter to be made upon the security thereof, and subject and subordinate to the lien of any mortgage or mortgages which at any time may be made a lien upon the Demised Premises. The TENANT will execute and deliver such further instrument or instruments subordinating this Lease to the lien of any such mortgage or mortgages as shall be desired by any mortgagee or proposed mortgagee.

(b) If any holder of any mortgage, indenture, deed of trust, or other similar instrument described above succeeds to LANDLORD's interest in the Demised Premises, TENANT will pay to it Rents subsequently payable under this Lease. TENANT will, upon request of anyone so succeeding to the interest of LANDLORD, automatically become the TENANT of, and attorn to, the successor in interest without change in this Lease. The successor in interest will not be bound by (1) any payment of Rent for more than one (1) month in advance, (2) any amendment or modification of this Lease made without its written consent, (3) any claim against LANDLORD arising prior to the date on which the successor succeeded to LANDLORD's interest, or (4) any claim or offset of Rent against the LANDLORD. Upon request by the successor in interest and without cost to LANDLORD or the successor in interest, TENANT will execute, acknowledge, and deliver an instrument or instruments confirming the attornment. The instrument of attornment will also provide that the successor in interest will not disturb TENANT in its use of the Demised Premises in accordance with this Lease. If TENANT fails or refuses to execute, acknowledge, and deliver the instrument within twenty (20) days after written demand, the successor in interest will be entitled to execute, acknowledge and deliver the document on behalf of TENANT as TENANT's attorney-in-fact. TENANT constitutes and irrevocably appoints the successor in interest as TENANT's attorney-in-fact to execute, acknowledge, and deliver on behalf of TENANT any document described in this paragraph.

28. Outside Signs. Tenant may affix signs to the outside of the building only with prior written permission of the Landlord and in accordance with Exhibit B attached hereto.

29. Common Areas. All automobile parking areas, driveways, entrances and exits thereto, pedestrian sidewalks, lobbies and entrances and other facilities furnished by the Landlord shall be considered common areas. The Landlord shall maintain and keep the building exterior and the common areas in good condition and properly cleaned and shall remove debris, ice and snow as required. The Tenant shall not be responsible for the costs of maintenance of the common areas.

30. Parking. Landlord shall provide parking in accordance with the Purcellville Zoning Ordinance.

31. Laws Tenant agrees to comply with all Federal, State and local laws and regulations concerning the use and occupancy of the premises.

32. Mutual Covenants. This Lease constitutes the entire agreement between the parties and may not be modified except by written instrument executed by all of the parties hereto. This Lease shall be construed, interpreted and applied according to the laws of the Commonwealth of Virginia, and shall be binding upon and inure to the benefit of the heirs, representatives, successors, permitted sub lessee and assigns of the parties.

WITNESS the following signatures.

**LANDLORD:**  
**VALLEY COMMERCIAL, L.C.**

**BY:** \_\_\_\_\_  
**John Chapman, Manager**

**TENANT:**  
**TOWN OF PURCELLVILLE**

**BY:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

## **EXHIBIT A - DEMISED PREMISES**

### **FLOOR PLAN/SITE PLAN SPACE DESCRIPTION**

The Premises that are the subject of this Lease contain approximately 2,482 square feet of area on the first floor in a building located at 125 Hirst Road, Purcellville, Virginia; further described as Units 7 A&B and 8 A&B, Valley Commercial Center, Loudoun County, Virginia. The location of the Premises is as set forth on the floor plan and/or site plan that are attached hereto.

## **EXHIBIT B - SIGN CRITERIA AND SPECIFICATIONS**

The purpose of the sign criteria is to outline the basic standards, which have been established to govern the design, fabrication, and installation of TENANT signs.

No sign, advertisement or notice referring to TENANT shall be inscribed, painted, affixed or otherwise displayed on any part of the exterior of the building or in any part of the complex without the LANDLORD'S prior written consent, which consent shall not be unreasonably withheld. If any sign, advertisement or notice that has not been approved by AECC is exhibited or installed by TENANT, LANDLORD shall have the right to remove the same at Tenant's expense. LANDLORD shall have the right to prohibit any advertisement of or by TENANT which in its opinion tends to impair the reputation of the building.

The advertising or informative content of all signs shall be limited to letters/signs designating the store name and/or type of store (which such designation of the store type shall be by general descriptive terms and shall not include any specification of the merchandise offered for sale therein or the services rendered therein) only and shall contain no advertising devices, slogans, symbols or marks (other than the store name and/or type of store).

The character, design, color, and layout of all signs shall be subject to LANDLORD'S prior approval which shall not be reasonably withheld.

All signs shall be in accordance with the following requirements:

1. Size of copy shall not exceed two square feet of sign area per each lineal foot of storefront.
2. Length of sign message shall not exceed 80% of storefront length.
3. Maximum letter height is 20" and minimum letter height is 12".
4. For internally illuminated signs, background of sign faces to be constructed of 3/15" White #7328 Plexiglas or white 3M Panaflex Vinyl face, with an overlay of Translucent Scotchcal Film Hunter Green with the copy area cutout of background showing copy white on green background.
5. For non-illuminated signs, White Opaque Scotchcal Film letters may be applied directly to the 2' wide Hunter Green sign band area located over the storefront of each unit.
6. All signs shall be located within the physical limits of the designated sign area over storefront of the premises.
7. No sign or any part thereof shall be located on the roof of the premises.

8. No sign or any part thereof shall project beyond the facia.

### **General Specifications**

9. All fasteners/hardware shall be made of non-corrosive material.
10. Printed signs on storefronts or show windows are prohibited with the exception of small-scale signs for hours of operation which are neatly lettered on the glass of the storefront or logos on door handles.
11. Subject to compliance with all applicable code requirements, public safety decals of art work on glass in minimum sizes may be used.
12. Paper signs, stickers, banners or flags may not be used by TENANT.
13. No exposed raceways, ballast boxes or electrical transformers will be permitted.
14. Sign company names or stamps will only be shown with permit numbers and placed according to zoning regulations.
15. No exposed sign illumination and no flood lighting of signs or storefronts shall be permitted.
16. No permanent or temporary window signs fastened to the interior or exterior of the show windows will be permitted except for small signature or identification signs lettered directly on the glass near the entrance doors, not over 3" in height and 13" in length.
17. No more than one store sign may be installed on each store frontage in which one or more customer entrances are located. If the leased premises is a "corner" store, even though a customer entrance is not located on each frontage, two store signs may be installed, one on each elevation as long as total square footage does not exceed that allowed by zoning.
18. Signs may be internally lighted at the option of TENANT.
19. No exposed wood blocking or flammable construction material is to be used in the attachment of any sign material.
20. All signs must have "Underwriters Label" affixed.
21. All sign companies must be licensed under their name, and must have proper liability insurance. TENANTS shall be held liable and shall bear all cost of removal and/or correction of sign installation, and damage to the building by signs that do not conform to

sign criteria as put forth in above specifications. The LANDLORD reserves the right to choose sign company for the purpose of complying to the uniformity of the complex.

*Mayor*  
Robert W. Lazaro, Jr.

*Council*  
Gregory W. Wagner  
Christopher J. Walker, III  
Thomas A. Priscilla, Jr.  
Stephen Varnecky  
James O. Wiley  
Joan Lehr



*Town Manager*  
Robert W. Lohr, Jr.

*Assistant Town Manager*  
J. Patrick Childs

130 E. Main Street  
Purcellville, VA 20132  
(540) 338-7421  
Fax: (540) 338-6205  
[www.purcellvilleva.gov](http://www.purcellvilleva.gov)

## **STAFF REPORT**

**TO:** Mayor and Town Council

**FROM:** Robert W. Lohr, Jr., Town Manager

**RE:** Renewal of FY10/11 Health Insurance with Local Choice Health Benefits Program

**DATE:** April 7, 2010

### **BACKGROUND:**

Each year, the Town of Purcellville is required to renew our health insurance. For the last decade, the Town has participated in the Commonwealth of Virginia Local Choice Program which provides insurance through Anthem Blue Cross/Blue Shield. The Local Choice component as part of the Virginia Department of Human Resource Management competitively procures this program and offers similar programs to other local governments.

The Town has found the Local Choice Health Benefits program which involves Key Advantage with expanded benefits, is one of the better health insurance programs that allow employees to utilize hospitals and doctors throughout the State of Virginia and neighboring states. The ability for employees to participate in the program and maintain health care services close to their home while having maximum flexibility to the selection of hospitals and doctors is extremely attractive and marketable for current and future employees. In order to participate in the program, the Town faces a period where we must renew before the first part of April each year. Unfortunately, we usually do not receive quotes on this program until the middle of March which leaves the Town very little time to review this program timely. Staff has in the past requested an extension beyond the April 1<sup>st</sup> deadline in order to allow the Town Council time to review this program prior to renewal period.

Over the last six months, staff at the request of Town Council has researched alternatives and options to help better manage our health care costs and ensure the sustainability of our health insurance for employees. Presently, employees are only offered one option for coverage at a cost split of 90/10. This comprehensive plan offers medical, prescription, dental and vision coverage for one monthly premium. Coverage extends to in network

covered providers and out of network providers at a reduced benefit. Employees pay a copayment of \$15 for primary care providers and \$25 for specialists. No referrals are needed to see specialists. The plan covers all major medical expenses and offers wellness services at no additional cost or copayment to the employee. As a first step in looking into cost containment, the Town contracted with Mike O'Brien of O'Brien Benefits and Financial Services to look at a multitude of other carriers and plans to determine if we could get similar coverage at a lower cost along with other competitive options. Mr. O'Brien received quotes from Aetna, Cigna, US Health Care and Anthem Blue Cross Blue Shield Direct. Analysis of these vendors shows that the current provider offered the best coverage at the best cost. Additionally, an internal survey was conducted which evaluated other jurisdictions (Leesburg, Loudoun County, Herndon and Loudoun Water Authority) also showed that while the Town of Purcellville's employer/employee split was higher than some, the actual dollar cost to the employer were very similar.

In order to further explore the potential for cost savings, staff analyzed the ramification of changing the contribution splits again this year as well as adding a second plan option. Presently, TLC offers three other plans that were available to the Town and we evaluated all three. These other plans were less expensive and also have slightly higher copayments and coinsurances.

### **RECOMMENDATION:**

Based on our analysis of costs as well as the level of service, staff recommends the following:

- Creating a two plan program which involves offering Key Advantage expanded benefits and a Key Advantage 500 Program.
- Change to the employee/employer contribution rates for the Key Advantage expanded plan from a 90/10 to an 85/15 while keeping the Key Advantage 500 at a 90/10 split

While we can no way anticipate the percentage of employees who would choose these new options, using the assumption of a 50/50 split, the cost of health insurance for the Town of Purcellville will virtually not change at all over 2009/2010 despite an 11% rate increase from TLC. These changes will result in an estimated savings for the Town of \$75,000 from the anticipated cost of moving forward without any modifications next fiscal year. This decision needs to be made at the April Town Council meeting in order for us to meet the new May 1, 2010 deadline.

### **MOTION:**

"I move that the Town Council authorize staff to renew the Commonwealth of Virginia's Local Choice Program which includes the Key Advantage Program at an 85/15 ratio and the Key Advantage 500 at a 90/10 ratio for the FY10/11 Budget Period."

*Mayor*  
Robert W. Lazaro, Jr.

*Council*  
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## **STAFF REPORT**

**TO:** Mayor and Town Council

**FROM:** Robert W. Lohr, Jr., Town Manager

**RE:** Repealing Article III Parking, Section 78-135 through 78-141 Dealing with Public Shared Parking

**DATE:** April 7, 2010

### **BACKGROUND:**

As a result of a series of questions and concerns related to the Public Shared Parking Ordinance which has been reviewed by the Town over the last year, the Ways and Means Committee recommended that the Town move forward with repealing Article III. Parking, Section 78-135 through 78-141 involving the Public Shared Parking. Several concerns that have originated the need to update this ordinance to reflect current needs and funding initiatives.

The Town held a public hearing on this item at the March Town Council meeting and received feedback from local attorney and businessman, Mark Nelis.

### **RECOMMENDATION:**

The Town Council has recommended that this section which permits public shared parking on the Town parking lots be repealed until a thorough review and evaluation of the Transportation Plan, parking options and other alternatives can be evaluated.

### **MOTION:**

"I move that the Town Council repeal Article III. Parking, Sections 78-135 through 78-141 of the Public Shared Parking Ordinance. This specifically involves the adoption of Ordinance #10-03-01."

**TOWN OF PURCELLVILLE  
IN  
LOUDOUN COUNTY, VIRGINIA**

**ORDINANCE NO. 10-03-01**

**PRESENTED: March 9, 2010  
ADOPTED: March 9, 2010**

**An Ordinance: REPEALING ARTICLE III. PARKING, SECTIONS 78-135  
THRU 78-141 PUBLIC SHARED PARKING**

**BE IT ENACTED AND ORDAINED BY THE COUNCIL OF THE TOWN OF  
PURCELLVILLE THAT ARTICLE III. PARKING, SECTIONS 78-135 THRU  
78-141 PUBLIC SHARED PARKING OF THE TOWN CODE OF THE TOWN OF  
PURCELLVILLE BE REPEALED:**

~~Sec. 78-135. Public shared parking.~~

~~Public shared parking lots/garages are established in lieu of required parking in the central business district (C-4) as an alternative to compliance with the required parking. The provisions of this section do not apply to parking lots established prior to the adoption of this section. Parking under the provisions of public shared parking apply to new development, changes of use on an existing improved site and/or an expansion of an existing use that requires additional parking. In all of the above circumstances where additional parking is required, the property owner/developer has the option to enter into a "public shared parking agreement" with the town in lieu of providing the required off-street parking on the affected site. In the absence of such an agreement, the parking requirements of Article 6, Section 1 of the Purcellville Zoning Ordinance shall apply.~~

~~Sec. 78-136. Parking needs projection.~~

~~Parking requirement projections based upon a 50 percent increase in required parking as a result of a change in use and/or new development will result in the need for parking as follows:~~

~~Area 1—250 spaces~~

~~Area 2—100 spaces~~

An Ordinance: REPEALING ARTICLE III. PARKING, SECTIONS 78-135 THRU 78-141 PUBLIC SHARED PARKING

~~These projections are based upon parking to serve 90,000 square feet of usable floor space in area 1 and 20,000 square feet in area 2. Existing parking facilities provide 25 spaces in area 1 and 15 spaces in area 2. An average capital cost per parking space is approximately \$6,000.00 resulting in a total estimated capital cost of \$2,100,000.00. Average annual cost of operations and maintenance is estimated at \$175.00 per space. The policy of the town is that the provision of public shared parking or facilities is a public-private undertaking to fulfill the town's public purpose of providing public parking in areas 1 and 2 to serve residential development and private businesses so that the public will benefit from economic development in areas 1 and 2 including adaptive reuse and revitalization.~~

~~Sec. 78-137. Sharing of costs and maintenance.~~

~~In lieu of providing private parking in compliance with the requirements of Article 6, Section 1 of the Purcellville Zoning Ordinance for development in area 1 and area 2 of the central business district as defined in this article, a developer, business or landowner respectively may enter into a public shared parking agreement with the town providing for participation in a parking construction program. The developer, business or landowner agrees to participate in the program to construct new parking facilities in the central business district at the rate of 60 percent of the cost of each space and 40 percent of the cost of operation and maintenance of each space. The estimated cost to the participant in this program is \$3,600.00 per space for construction and \$87.50 per space for operation and maintenance. The developer, business or landowner participating in a shared parking agreement with the town shall enter into a formal agreement (contract) with the town stipulating the sharing of costs associated with the construction and maintenance of such shared parking as set forth above together with payment of the costs that are the responsibility of the developer, business or landowner at the time of the execution of the agreement (contract) in a form acceptable to the town and limited to payment by cash, letter of credit or a performance bond as approved by the town. Under this agreement, the town is responsible for contracting and oversight of each project. No spaces are to be reserved with spaces available on a first come first serve basis.~~

~~Sec. 78-138. Adjustment of costs.~~

~~The town council by ordinance may prospectively adjust the capital cost of parking and the annual maintenance and operation cost to reflect changes in the actual costs as determined by current engineering factors as certified by the town manager. Adjustments may not occur more than once every two years.~~

~~Sec. 78-139. Use regulations for nonresidential.~~

~~The following regulations shall guide the use of public shared parking for nonresidential uses:~~

An Ordinance:      **REPEALING ARTICLE III. PARKING, SECTIONS 78-135 THRU 78-141 PUBLIC SHARED PARKING**

- ~~(1) Parking space requirements shall be computed at the rate of 3.3 spaces per 1,000 square feet of nonresidential gross floor area in the proposed development.~~
- ~~(2) Reserved spaces shall not be counted for the purpose of computing the required number of spaces except those spaces reserved for and marked for use by disabled persons.~~
- ~~(3) The town shall be responsible for providing the land or facility within areas 1 and 2 for the public shared parking. The gross number of spaces designated by the town and available as public shared parking shall be equivalent to or greater than the gross number of spaces allocated through development approval by the town to properties participating in the public shared parking program.~~
- ~~(4) A public shared parking option shall attach to the land and bind the successors and assigns of the person who applied for and is accorded these rights and responsibilities.~~
- ~~(5) There shall be no double counting of public shared parking spaces.~~
- ~~(6) Except as set out in this section, the other provisions of this article shall apply to parking requirements in the central business district.~~
- ~~(7) The town council shall declare by resolution public land to be used for public shared parking. Subject to the terms of subsection (3) of this section, the town council by resolution may amend the declaration, may substitute new land for land formerly so declared or may release land from such declaration.~~
- ~~(8) In declaring public land to be used for public shared parking, the town council retains full police power over this land. The land shall be characterized as land in the nature of a public street or public square. The town council, among other powers, may restrict, condition, authorize use under general law, temporarily prevent, or otherwise control the terms of public use of this land, while substantially realizing the goal of providing public parking.~~

~~Sec. 78-140. Regulation of use for residential.~~

~~The required parking spaces for residential elements using shared public parking shall be 3.3 spaces per 1,000 square feet of residential floor area in the proposed development. Use of public shared parking for residential uses shall be limited to parking for dwelling units above the street level floor. The same regulations governing commercial spaces set out in section 78-139 apply with necessary changes to residential spaces, except that no residential unit shall require more than three parking spaces. No visitor or recreational spaces shall be required.~~

~~Sec. 78-141. Vehicle storage, repair and RV parking.~~

~~Vehicle storage, vehicle repair and recreational vehicle parking shall not be permitted in public shared parking areas.~~

**This ordinance shall be effective upon its passage.**

**An Ordinance:      REPEALING ARTICLE III. PARKING, SECTIONS 78-135 THRU 78-141 PUBLIC  
SHARED PARKING**

**PASSED THIS 10<sup>th</sup> DAY OF NOVEMBER 2009**

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Robert W. Lazaro, Jr., Mayor  
Town of Purcellville

ATTEST:

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Jennifer Helbert, Town Clerk

*Mayor*  
Robert W. Lazaro, Jr.

*Council*  
Gregory W. Wagner  
Christopher J. Walker, III  
Thomas A. Priscilla, Jr.  
Stephen Varnecky  
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*Town Manager*  
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## **STAFF REPORT**

**TO:** Mayor and Town Council

**FROM:** Robert W. Lohr, Jr., Town Manager

**RE:** Authorization Reference Amendment to Town Code Section 26-31, EDAC Membership

**DATE:** April 7, 2010

### **BACKGROUND:**

In January, Mayor Lazaro delivered his 2010 State of the Town Address to the Purcellville Business and Professional Association. At this meeting one of the new initiatives that was unveiled involved the expansion of EDAC membership to include more business presence. In order to accomplish this, changes were needed to be made to Community Development Article II, Section 26-31 of the Town Code. As outlined, the following changes were advertised in the form of a public hearing which was held in March. As outlined the following changes will be added to Section (A) Composition: Appointments and Terms: 1) Priority for a minimum of three seats will be given to representatives who own, operate or manage a business within our Town; 2) the Board will now consist of no more than ten members with priority given to residents from the Town; 3) in the event that there are not enough residents to fill vacant positions, the Town Council may appoint up to four individuals who reside outside the Incorporated Limits of the Town to serve.

### **RECOMMENDATION:**

The Ways and Means Committee has reviewed this initiative with Mayor Lazaro and has recommended that the Town Council approve this amendment to Section 26-31 to include these priority initiatives.

### **MOTION:**

"I move that we adopt the proposed amendments to Community Development, Article II. Economic Development Advisory Committees – Section 26-31 of the Town Code dealing with membership and composition to this body. This specifically involves the adoption of Ordinance #10-03-02."

**TOWN OF PURCELLVILLE  
IN  
LOUDOUN COUNTY, VIRGINIA**

**ORDINANCE NO. 10-03-02**

**PRESENTED: March 9, 2010  
ADOPTED:**

**An Ordinance:       AMENDING ARTICLE II. ECONOMIC DEVELOPMENT  
ADVISORY COMMITTEE SECTION 26-31  
ESTABLISHED; MEMBERSHIP; MEETINGS**

**BE IT ENACTED AND ORDAINED BY THE COUNCIL OF THE TOWN OF  
PURCELLVILLE THAT ARTICLE II. ECONOMIC DEVELOPMENT  
ADVISORY COMMITTEE SECTION 26-31 ESTABLISHED; MEMBERSHIP;  
MEETINGS OF THE TOWN CODE OF THE TOWN OF PURCELLVILLE BE  
AMENDED AS FOLLOWS:**

Sec. 26-31. Established; membership; meetings.

- (a) Composition; appointments and terms. The town economic development advisory board is hereby established. Such board shall consist of no more than ten members with priority given to residents from the town. In the event there are not enough residents to fill vacant positions, the town council may appoint up to four individuals who reside outside of the incorporated limits of the town to serve. Priority for a minimum of three seats will be given to representatives who own, operate or manage a business within our community. A member of council, appointed by the council, shall serve as an ex officio member of the board. The members shall be appointed by council to serve two-year staggered terms beginning September 1 of the year of appointment. Initial membership shall consist of four members appointed for terms of two years and three members shall be appointed for a term of one year.
- (b) Election of officers; meetings. The economic development advisory board shall elect its chairman annually and the town manager, or his designee, shall serve as secretary. Such board shall meet bimonthly or more often, as determined by such board.
- (c) The board shall be responsible for the preparation of bylaws for the conduct of meetings. Once prepared and adopted by the board, the bylaws shall be sent to the town council for approval.

(d) The town manager or his designee, a member of the Purcellville Business and Professional Association and a member of the Loudoun County Economic Development Department can provide professional and community support to the board. In addition, the economic development advisory board can appoint up to two junior members. These members will be appointed for a one year term in order to complete this educational experience. Junior members must currently be attending public/private school, college or home school and cannot exceed the age of 21. The junior member is an ex officio member.

**This ordinance shall be effective upon its passage.**

**PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2010**

\_\_\_\_\_  
Robert W. Lazaro, Jr., Mayor  
Town of Purcellville

ATTEST:

\_\_\_\_\_  
Jennifer Helbert, Town Clerk



## **STAFF REPORT**

**DATE:** April 7, 2010

**TO:** Mayor & Town Council

**FROM:** Samer Beidas, P.E., CCM, Public Works Director  
Alex Vanegas, CPM- Assistant Director of Public Works

**RE:** Availability Approval for the Suntrust Bank at Purcellville Gateway

### **BACKGROUND**

Staff has received the business utility form for the Suntrust Bank, to be constructed within Purcellville Gateway. The property is located on the northwest corner of the intersection of East Main Street and the Berlin Turnpike (Rt. 287). The owner is Suntrust Bank. The Business Utility Form completed by Suntrust Bank shows 15.5 fixture units and 14 gpm water use. They are requesting a 3/4-inch meter. As you will see below, Staff is recommending approval of a 5/8-inch meter.

### **RECOMMENDATIONS**

Staff has reviewed the calculations and we have the following comments:

The Applicant submitted the information on the old Business Utility Form. Staff has completed the new form using the information on the fixtures provided by the applicant. Use of the new form changes the fixture unit count slightly (to 14.5 fixture units). The new form must be reviewed and signed by the Applicant.

Based on the fixture units, the expected water use is 11 gpm; a 5/8-inch meter is recommended.

The Applicant must provide a mailing address.

The Applicant should provide a set of the architectural plumbing plans to allow staff to verify the fixture count provided.

We recommend that the Town Council approves a 5/8-inch availability for the Suntrust Bank at Purcellville Gateway pending all necessary land use approvals and receipt by the Town of all information requested above.

### **MOTION**

“I move that the Town Council to approves a 5/8-inch water and sewer availability for the Suntrust Bank at Purcellville Gateway once all necessary land approvals have been secured with the following stipulations:

1. This availability must be purchased prior to the zoning permit being issued for the development of the property and must be purchased at the going availability rates at the time of purchase.
2. The approval of this availability is with the understanding that if the number of fixtures or water use exceeds the allowable amount for the meter size, the current owner will be required to upgrade the availability as necessary with all appropriate approvals, or the use will not be permitted.”



## **STAFF REPORT**

**DATE:** April 7, 2010

**TO:** Mayor & Town Council

**FROM:** Samer Beidas, P.E., CCM, Director of Public Works  
Alex Vanegas, CPM, Asst. Director of Public Works

**RE:** Filter Purchase for Expansion of the Mountain View  
Well Building

**ATTACH:** 1. Bid Comparison  
2. Engineer's recommendation

### **BACKGROUND**

As part of the construction for the upgrades to the existing well filter building at the Mountain View Elementary & Woodgrove High School site, new greensand filters need to be installed to increase the treatment capacity. As a cost and time saving measure, Town staff and our design consultant requested bids from three filter manufacturers. Attached for your review is comparison matrix of the specifications, bid prices and supportive documentation.

### **ANALYSIS**

After reviewing the bids, staff along with our engineering consultants recommend the purchase the Marlo, Inc MGA-54-#" Twin Manganese Greensand/ Anthracite Filter system. Although the Res- Kem Corp. filter quote came in \$3,450 cheaper, the recommendation to accept the Marlo bid is based on the following reasoning.

First, the Town has experience using both the Marlo and Tonka filters. Equally important, the existing filter treatment system at the aforementioned location is using Marlo filters. Second, the Marlo quote includes two days comprehensive training on site as opposed to the one day training offered by Res-Kem Corporation. Third, the Marlo filters require less water for backwash which will result in a cost savings of power costs and water supply over the years. Lastly, the Marlo filters have a turn-around time that allows for a faster delivery that is concomitant with the construction improvement schedule.

### **RECOMMENDATION**

Both the Infrastructure Committee and Town staff recommend that the Town Council accept the bid from Marlo, Inc. based on the quotation that they provided in the amount of \$49,750.00. Staff recommends that the Town Council approve this scope and authorize staff to purchase the greensand filters from Marlo, Inc based on the aforementioned proposal provided to the Town.

### **MOTION**

“I move that the Town Council approve awarding the contract to Marlo, Inc. in the amount of \$49,750.00 for the purchase of Greensand filters for the Mountain View Well Treatment Construction Improvements.”

Greensand Filter Comparison

Res-Kem Corp		Marlo		Tonka	
Model	Zeotech Dual Parallel Greensand Filters	MGA-54-3" Twin Greensand Filters	Vertical Pressure Filters		
Normal System Flow & Pressure Drop per Vessel	48 GPM (3 GPM/ft <sup>2</sup> )	47 GPM at 3 psi (3 GPM/ft <sup>2</sup> )	95 GPM (3 GPM/ft <sup>2</sup> )		
Backwash Flow	190 GPM	130 GPM	32 / 159 GPM air/water		
Backwash/Regeneration Controller Type	Differential Pressure Initiated	Differential Pressure Initiated	Simul-Wash™ System		
Electrical Requirement	230/115 VAC, 50/60 Hz	120V, 1 phase, 60 Hz	Not Specified		
Operating Pressure Range	Up to 100 PSIG	30-100 PSIG	Not Specified		
Tank	(2) ASME, Epoxy-Lined Carbon Steel	(2) ASME, Epoxy-Lined Carbon Steel	(2)		
Tank Dimensions	54" Dia by 60" straight side LxDxH = 126" x 66" x 105"	54" Dia by 60" side shell LxWxH = 126" x 74" x 107"	54" Dia by 60" side shell LxDxH = " x 60" x 60"		
Freeboard	65%	50%	Not Specified		
External Piping	Steel	3.00" Galvanized Steel	Not Specified		
Internal Piping	3" PVC bottom mount hub & lateral underdrain; 16 laterals per vessel, 3/4" x 23" long	Sch 40 Galvanized Steel	False bottom underdrain		
Service Inlet & Outlet, Rinse Outlet	3" cast iron GE/Aquamatic	3" cast iron GE/Aquamatic	Electric BFV		
Backwash In & Out	2 1/2" cast iron GE/Aquamatic	Not Specified	Electric BFV		
Isolation Valves	2 1/2" butterfly - two per vessel	3" gate type, 4" butterfly	Electric BFV		
Sample Ports	Single sample cock after each Vessel	2 Sample Valves per Vessel	Included		
Controls & Panel	NEMA 4X FG Control Panel Aquamatic 962 Series Controller	MX II Twin Parallel Control Package	Automatic PLC		
Pressure Gauges & Diff Pressure Switch	Orange Research DP Switch per vessel Two Pressure Gauges on ea vessel	Individual Inlet/Outlet	Included but not specified		
Total Greensand	96 ft <sup>3</sup>	48 ft <sup>3</sup>	Included but not specified		
Total Anthracite	48 ft <sup>3</sup>	32 ft <sup>3</sup>	Included but not specified		
Total Bed Depth		30"	Included but not specified		
Total Gravel	2800 lbs	Included but not specified	Included but not specified		
Extras/Notes:	Optional Air Scour System - may need blower or compressed air pressure regulator	Split-Skid-mounted	Tonka ABS nozzles		
Price		Back Wash Flow Control Assemblies	Simul-Wash™ troughs		
Startup Service	\$	(2) 50 GPM Inlet Flow Controls	Rotary blower Package		
Shipping	Included - 1 day operator training Included	\$ 46,300	\$ 47,250		
Turn-Around Time	10 Weeks after submittal approval; submittal 2 weeks ARO	2-day Startup and Training Included	Included		
		6-10 Weeks ARO	12+ Weeks		

## By Email

March 9, 2010

Alex Vanegas, CPM  
Assistant Director of Public Works  
Town of Purcellville  
130 East Main Street  
Purcellville, Virginia 20132

**Re: Greensand Filter System Recommendation  
Expansion of Water Supply System  
Mountain View Elementary School**

Dear Alex,

We have reviewed specifications and quotes for greensand filter systems provided by Res-Kem Corporation, Marlo, Inc., and Tonka Equipment Company. The Res-Kem and Marlo units are very similar with the Res-Kem unit being slightly lower in price. A comparison of the design parameters, features, and pricing was provided via email on March 9, 2010. The existing Mountain View Elementary water supply system uses Marlo filters; replacing them with larger Marlo units would be expected to make the expansion modifications easier. In addition, Marlo has committed to shipping the filter system eight (8) weeks from the date of purchase order. For these reasons, we recommend the Marlo MGA-54-3" Twin Manganese Greensand/Anthracite Filter System.

Please do not hesitate to contact me if you need additional information or have any questions.

Sincerely,



Peter A. Rich, P.E.  
Principal Engineer

CC: R. Cohen



## **STAFF REPORT**

**DATE:** April 7, 2010

**TO:** Mayor & Town Council

**FROM:** Samer Beidas, P.E., CCM, Director of Public Works  
Alex Vanegas, CPM, Asst. Director of Public Works

**RE:** Award of Contract for Construction Services of Water  
Plant Chlorination System Upgrades to East Coast  
Utilities Contractors, LTD.

### **BACKGROUND**

The Town received three (3) bids in response to an IFB for Construction Services related to the Water Plant Chlorination System Upgrades. The Public Works Department team reviewed all the bids and found East Coast Utility Contractors, LTD. to be the lowest responsible bidder. Town staff and the design engineer from Whitman, Requardt & Associates, LLP. have reviewed the construction estimates provided by the East Coast Utility Contractors, LTD.

### **Recommendation**

After a thorough review, both staff and the design consultant recommend that the contract be awarded to East Coast Utility Contractors, LTD. to provide construction services for the Water Plant Chlorination System Upgrades. The cost for this service is \$147,000. This is approximately \$29,000 less than the engineer's estimated project construction costs. The Infrastructure Committee and Town staff recommends that the Town Council

approve the construction services contract to East Coast Utility Contractors, LTD for this respective project.

**Motion**

“I move that the Town Council direct staff to move forward with awarding East Coast Utility Contractors, LTD the contract to provide construction services for the Water Plant Chlorination System Upgrades for a sum of \$147,000 with a 5% contingency.”



February 16, 2010

Mr. Alex Vanegas  
Capital Projects Manager  
Town of Purcellville  
130 East Main Street  
Purcellville, VA 20132

Re: Town of Purcellville Water Treatment Plant Chlorination System Upgrades Recommendation of Award

Dear Mr. Vanegas

WR&A recommends that the Town of Purcellville issue a Notice of Award to East Coast Utility Contractors, Ltd. for the above referenced project. Bids for this project were received by the Town on February 5<sup>th</sup> 2010. The Town received a total of 3 bids for the project. East Coast Utility Contractors, Ltd was the lowest bid at \$147,000. The second lowest bidder was Norair Engineering Corp., with a bid of \$213,900. As part of the Preliminary Engineering Evaluation of the project, WR&A had estimated the project construction cost as \$176,000.

In accordance with the Contract Documents, the Bidder will have 15 days from the dated of the Town's acceptance and approval of their bid to sign the contract and submit the Payment and Performance Bonds and Certificate of Insurance. The Bid is valid for 90 days. We believe that we have adequately evaluated East Coast Utility Contractors, Ltd's Bid documents and they appear complete. The project duration is 180 days from the Notice to Proceed. We look forward to working with the Town staff on the successful implementation of this project.

Very truly yours,

Whitman, Requardt & Associates, LLP

Robert J. Krallinger, P.E.  
Senior Vice President

cc: Dale Lehnig

## **STAFF REPORT**

**DATE:** April 8, 2010

**TO:** Mayor and Town Council

**FROM:** Jennifer Hough, Administrative Assistant/Public Works Dept.  
Parks and Recreation Liaison

**RE:** Eagle Scout Project for the Suzanne Kane Nature Park Trail

### **Background:**

The Suzanne Kane Nature Park Trail is owned and managed by the Town of Purcellville, it runs between Hatcher Avenue and 21st Street and it's open to the Public for recreational use. The Eagle Scout Project that William Arrington is proposing would build a 5 foot wide wood chip trail to allow people to explore the preserve, observing plants and wildlife along the Catoctin Creek. The trail will be approximately 720 ft. long, beginning at the sidewalk on Hatcher Avenue and ending with a bridge over a stream that feeds in Catoctin Creek.

### **Recommendation:**

The costs associated with the Suzanne Kane Nature Park Trail Eagle Scout Project are estimated to be \$2,023.00. The Parks and Recreation Committee recommends Town Council provide full funding in support of this project. The Committee can provide a contribution in the amount of \$1,000 from the Parks and Recreation General Expense Account 100-4071100-5801. The remaining balance would be paid from another General Fund Operating line item, approved by the Town Manager.

### **Motions:**

"I move that the Town Council approve funding for the Suzanne Kane Nature Park Trail Eagle Scout Project in the amount of \$2023.35."

William Arrington

Tuesday, April 06, 2010

## Proposed Eagle Scout Project for The Town of Purcellville

### Background

The Suzanne R Kane Nature Park is owned and managed by the Town of Purcellville, running between Hatcher Avenue and 21<sup>st</sup> Street. It's open to the public, but only a few people know about it. If you go to the town's website and look at a map of Purcellville, it's not shown.

### Proposed project

My project will be the first of several Eagle Scout projects that will build trails to allow people to explore the preserve, observing plants, birds, deer, and other wildlife along the Catoctin Creek.

My project will build a trail approximately 720 feet long, beginning at the sidewalk on Hatcher Avenue and ending with a bridge over a stream that feeds into Catoctin Creek.

The trail will be 5 feet wide and made of wood chips with 4 x 6 timber borders. Approximately 544 feet of the trail will be wood chips. 140 feet of the trail will be on the existing gravel road.

Two bridges will be built to cross wet areas. The first will be 20 feet long. It will be made of 4 x 6 timbers with 2 x 6 boards for cross pieces. This bridge will only be 2 to 3 inches above the ground.

The second bridge will be located at the far end of the trail and will also be 20 feet in length. This bridge will be approximately 18 inches above the creek bottom and will use 6 x 6 timbers with 2 x 6 boards for cross pieces.

Loudoun Lumber has offered to sell the wood, screws, and rebar at cost. They'll also allow us to cut the lumber and drill the holes for the rebar in their lumber yard. The cost is \$2,023.55.

My goal is to complete the project by the end of May. All I need is your approval and the wood chips, which I understand can be provided by the town or the Parks and Recreation Department.

Do you have any questions?

Thank you.

# Loudoun Lumber Co. Inc.

121 N BAILEY LANE  
Purcellville, VA 20132  
{540} 338-1840 FAX {540} 338-1860

## QUOTE

Page: 1

Quote: **00008354**

Special :

Time: 16:40:46

Instructions :

Ship Date: 04/06/10

Invoice Date: 04/06/10

Sale rep #: 02 MIKE HUBBARD

Acct rep code: 02

Due Date: 05/10/10

Sold To: **CASH ON DELIVERY**

Ship To: **William Arrington**

(703) -

(703) -

Customer #: 999998

Customer PO:

Order By:

popimg01

10TH  
T 26

ORDER	SHIP	L	U/M	ITEM#	DESCRIPTION	Alt Price/Uom	PRICE	EXTENSION
46.00	46.00	L	EA	4X616T	4X6-16' TREATED	562.5000 MF	18.0000	828.00
35.00	35.00	L	EA	4X612T	4X6-12' TREATED	625.0000 MF	15.0000	525.00
300.00	300.00	L	EA	REBAR2	REBAR, 1/2"X18"	0.7000 EA	0.7000	210.00
40.00	40.00	L	EA	2X610T	2X6 10/0 TREATED #1	420.0000 MF	4.2000	168.00
2.00	2.00	P	EA	1858109	3"BUGLE HEAD PRO TECH, 5LB	17.0000 EA	17.0000	34.00
3.00	3.00	L	EA	6X620T	6X6 20/0 TREATED #2	900.0000 MF	54.0000	162.00

Quote Expires 05/06/10

## QUOTE ONLY

1 - Quote

Taxable 1927.00  
Non-taxable 0.00  
Tax #

Sales total \$1927.00

Sales tax 96.35

Weight: 5020 lbs.

**TOTAL \$2023.35**

## TOWN OF PURCELLVILLE POLICE

### MEMORANDUM

TO: Town Council

FROM: Darryl C. Smith, Sr.  
Chief of Police

SUBJECT: Police Department Crime Report and Calls for Service

DATE: April 7, 2010

FILE: Monthly Report

Attached for your review is the Police Department Activity report for the month of March 2010.

#### Police Reportable Criminal Offenses

##### March 2010

	# OFFENSE
SIMPLE ASSAULT	2
INTIMIDATION	1
SHOPLIFTING	1
THEFT FROM MOTOR VEHICLE	1
ALL OTHER LARCENY	2
DESTRUCTION/DAMAGE/VANDALISM OF PROPERTY	4
DRUG/NARCOTIC VIOLATIONS	1
WEAPON LAW VIOLATIONS	2
BAD CHECKS	1
DISORDERLY	1
DRIVING UNDER THE INFLUENCE	4
DRUNKENNESS	2
FAMILY OFFENSES, NONVIOLENT	3
RUNAWAY	1
ALL OTHER OFFENSES	58
TOTAL	84
 <b>CALLS FOR SERVICE</b>	 <b>1,128</b>

### Selected Traffic Enforcement

DUI	4
REFUSAL OF TESTS	1
DRIVING AFTER FORFEITURE OF LICENSE	2
DEFECTIVE/UNSAFE EQUIP	2
DEFECTIVE EQUIP./HEADLIGHTS	1
LIGHTS-IMPROPER REAR LAMP	1
LIGHT LAW-TIME DIS FACTOR	2
LIGHT/FAIL TO DIM	1
FAIL TO CARRY REG./OP LIC	5
SIGN ON WINDSHIELD	21
DEFECTIVE SPEEDOMETER	1
INSPECTION STICKER-NO/EXPIRED	17
DRIVING W/O OPER. LIC.	6
DRIVING W/SUSP-RVKD. LIC	4
FAIL TO OBEY RESTRICT PERMIT	1
FAIL SECURE REG./TITLE	2
EXPIRED REGISTRATION	6
ILLEGAL USE OF FARM USE	1
TAGS-IMPROPER DISPLAY OF	2
FAIL TO KEEP RIGHT	1
FOLLOWING TO CLOSELY	2
FAIL TO OBEY STOP/YIELD SIGN	14
LEFT TURN TRAFFIC TO YIELD RIGHT OF WAY	1
HIGHWAY SIGN/FAIL TO OBEY	48
SIGNAL LIGHT VIOLATION	1
EVASION OF TRAFFIC CONTROL DEVICE	6
RECKLESS DRIVING-GENERAL	1
RECKLESS-20 MPH OVER LIMIT	1
SPEEDING	2
SPEEDING-SCHOOL ZONE W/ BLINKING LIGHTS	1
SPEEDING – 25 MPH ZONE	37
SPEEDING – 40/45 MPH ZONE	1
ENFORCED \$200 FINE ZONE	2
TOTAL	199
Purcellville residents ticketed	42
Non residents ticketed	157
Tickets wrote by Loudoun County Deputies in town	34

**Non Traffic related summons**

PUBLIC SWEARING OR INTOXICATION	3
POSSESS FIREARM BY CONVICTED FELON	1
ISSUING BAD CHECKS	2
ASSAULT & BATTERY	1

**TRAINING**

- Officer Chichy attended “Breathlyzer Operators” training.
- Kitty Dugay attended a training session at the LCSO Records section. The training was a familiarization course on legal documents pertaining to the criminal justice system.
- MPO Pickett attended a three day session on “Drug Law Enforcement”

**SUMMARY**

**Purcellville Citizens Support Team**

- Community Patrol – 21 hours 45 minutes
- Meeting/Interviews/Administrative – 13 hours 38 minutes
- Vehicle Maintenance – 2 hours
- Easter Egg Hunt – 2 hours
- Tutoring – 4 hours
- TOTAL HOURS – 45 hour 55 minutes

**SUMMARY**

*Members of the Police Department were involved in the following events/meetings for the month of March 2010:*

- *Chief Smith attended a Rotary Club meeting in Purcellville*
- *Homework sessions continue on Tuesdays and Thursdays*
- *Department staff meeting held with an Intake Counselor from LC Juvenile Court Services to give an update on handling juvenile matters. Police Chaplain Janney joined us as well.*
- *Lt. Rust and Police Explorer Cpt. Pierce Taylor attended the annual Police Explorer’s National Banquet held in Haymarket, VA. The Explorer Post won its second Community Policing award.*
- *Annual spring firearms training was held at LC Firearms Range. Qualification on the police pistol, patrol rifle and shotgun was conducted.*

***UCR Code 290 Destruction/Damage/Vandalism of Property***

- ***03/03/2010 – 100 block North 16<sup>th</sup> Street – unknown suspect(s) scratched the hood of a car.***
- ***03/18/2010 – 600 block East Main Street – unknown suspect(s) attempted to break in damaging the door.***
- ***03/28/2010 – 100 block North 21<sup>st</sup> Street – unknown suspect broke glass door with their fist.***

**MINUTES  
PURCELLVILLE TOWN COUNCIL  
REGULAR MEETING  
March 9, 2010**

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The regular meeting of the Purcellville Town Council was convened at 7:00 PM with the following attendance:

**PRESENT:** Robert Lazaro, Jr., Mayor  
Tom Priscilla, Jr., Vice Mayor  
Stephen Varnecky, Council member  
C.J. Walker, III, Council member  
Greg Wagner, Council member  
Joan Lehr, Council member  
James Wiley, Council member

**STAFF:** Robert W. Lohr, Jr., Town Manager  
Samer Beidas, Director of Public Works  
Alex Vanegas, Assistant Director of Public Works  
Lauren Murphy, Senior Planner  
Jim Rust, Lt.  
Maureen Gilmore, Town Attorney  
Jennifer Helbert, Town Clerk

**CALL TO ORDER:**

Mayor Lazaro called the Town Council meeting to order at 7:00 PM.

**AGENDA AMENDMENTS:**

Action Item 10b is being taken off of the agenda and moved to Ways and Means. A notice of public hearing has been added to consent.

**PROCLAMATIONS/ANNOUNCEMENTS:**

- a) Patrick Henry College's Moot Court Team
- b) Mike Ryan – Service on the Planning Commission
- c) Larry Ferrigno – Service on the Parks and Recreation Advisory Board

**PUBLIC HEARINGS:**

- a) **Town Code Amendment – Shared Parking Ordinance** - The Town hereby gives notice of its intent to repeal the Shared Parking Ordinance, Article III. Parking, Section 78-135 thru 141 Public Shared Parking.

**Mark Nelis** of 196 North 21<sup>st</sup> Street came forward to speak. Mr. Nelis stated that he hopes this is a step in the right direction to adopting the shared parking Ordinance that benefits both the business owners in Purcellville and the Town. He stated that he believes there are changes that need to be made to the Ordinance, some of the obligations that the Town has are unreasonable and he believes the Town needs to take another look at it. He believes that it is disappointing that the Town is repealing it instead of adopting a new one and he would ask that the Town move forward with this expeditiously he stated that the downtown needs it. He stated that the Magnolia's parking lot wouldn't be there but for an Ordinance or relationship like this and now you take the mechanism to get that off the books then that is a little frightening and he would set a goal of three to six months to have this situation remedied.

Mr. Nelis stated that he believes that the Town needs some market input from the outside about how much land owners are willing to pay into a fund before the facility is done, once the facility is there he believes it is a pretty easy sell but to collect the money ahead of time to establish a fund then it is a difficult sell. He asked that the Council not just hand this over to staff and have a forum other than a public hearing where the Council can get input from downtown businesses.

There being no further public comment the public hearing was closed.

- b) **Town Code Amendment – Community Development** – The Town hereby gives its intent to modify Article II. Economic Development Advisory Committee, Section 26-31 to increase membership from seven members to ten members with the focus on expanding the membership for business owners and operators within the Town of Purcellville.

There being no public comment the public hearing was closed.

**STANDING COMMITTEE/COMMISSION/BOARD REPORTS:**

- a) Planning Commission
- b) Tree and Beautification Committee
- c) Board of Architectural Review
- d) Purcellville Train Station Steering & Oversight Committee
- e) Parks and Recreation Advisory Board
- f) EDAC
- g) COLT

- h) Centennial Committee
- i) PUGAMP

**CITIZEN/BUSINESS COMMENTS:**

**Andrea Mustacchio** of LVHS DECA – Market Research Project Presentation

**Theresa Rosette** of 421 Gate Post Court came forward to speak. Ms. Rosette read the following into the record, “At the Purcellville Town Council meeting on February 16<sup>th</sup>, former Mayor and current member of the Planning Commission, Bill Druhan, openly threatened Hirst Farm residents. Mr. Druhan does not believe that the residents of Hirst Farm have the right to use Maple Avenue and 9<sup>th</sup> Street. In Mr. Druhan’s six minute speech, he stated twice that “life on Devonshire (Circle) is about to change,” he threatened to post video of residents from Hirst Farm on YouTube and Facebook if they drive on these streets. So that you would understand that he was serious, Mr. Druhan gave the date, time, description, license plate and speed of a vehicle that he followed from Devonshire Circle out to Rt. 287. He displayed a radar gun; and ended by calling residents of Hirst Farm “hypocrites,” “self-important,” and “blissfully ignorant.” Mr. Druhan’s speech and actions are abhorrent and they are dangerous. How many pedophiles and kidnappers will benefit from his broadcasts? He also submitted a petition in support of Town wide transportation improvements. Unfortunately, he used his petition to specifically attack Hirst Farm resident Ms. Kelli Grim. It is not legal or acceptable to accept a petition that contains a specific person’s name. It is absolutely unethical. Mr. Druhan wants the Southern Collector Road, or SCR, completed. It is a divisive issue for Purcellville, and Mr. Druhan is attempting to divide Hirst Farm further. He is willing to use the tactics of belittling, slandering, threatening, stalking and videotaping Hirst Farm residents to get what he wants. You, the Mayor and Town Council members did not take this threat to Hirst Farm or the misuse of the petition seriously. At last month’s meeting, you laughed when he pulled out the radar gun. You owe the residents of Hirst Farm a formal apology for condoning this behavior. You also must formally reprimand and remove him from the Planning Committee. He is not an impartial member of that committee. To allow Mr. Druhan to continue in his duties demonstrates approval of his aggressive tactics and active participation in the harassment of Ms. Grim. It is your job, as Mayor and Town Council, to put an end to Mr. Druhan’s destructive behavior. I sent emails to you all and wrote letters to both local papers. Your lack of response and therefore lack of interest in the safety of Hirst Farm residents continues to be a concern. Where are the apologies to Hirst Farm and Ms. Grim? Why hasn’t Mr. Druhan been reprimanded and removed from the Planning Committee.”

**Bill Druhan** of 501 South Maple Avenue came forward to speak. Mr. Druhan stated “early after the last Town election there has been a very small group of individuals who began to attack the Town Council and Planning Commission (collectively/individually), they were also videotaped by “hired gun” for the Blue Ridge Misleader, Ms. Valerie Joyner. Their message was very simple, everything the Town leadership was doing was wrong, illegal, or for personal/financial gain. To amplify, late summer/early fall they brought their message to the Board of Supervisors

Town Council  
Regular Meeting Minutes  
March 9, 2010

public-input meetings where they spewing what awful corrupt, - in-the-pockets of developers, making secret deals, for political gain, for financial gain, asking for the Board of Supervisors to intercede, more to the point to "sue-the-town" and again not once was any proof demonstrated. At one meeting Ms. Grim who stated she spoke for herself and her neighbors stated that the SCR was not needed and that the money provided by the County for transportation projects as a result of the HS-3 settlement was a huge waste of taxpayer's money, agreeing with Mr. Burton that it was "extortion". Mr. Brown commented in agreement that SCR was not needed and went further to say that the Town never contacted him, then went on to state; not by mail, by phone, by email, in person, never ever contacted him and his family to negotiate and/or meet on issues and concerns of the SCR. This statement is a blatant outright lie, Mr. Brown is on record (recorded literally) stating that he has "received messages" from Mr. Lohr, that he is "really swamped right now", "I don't have time to go to these meetings" and finally stating: "I can't deal with that right now"; interesting that a subject so near and dear to him he doesn't have time for then, but now has time to run for Town council to commit to the four year term, or does he? By the way, you can view these meetings on the County archive web site. But Mr. Brown does however have time to sue the Town and his brother over a compromise that would have disrupted only 100 feet of his jointly owned property. Just recently, a "carpet bag" lawyer from Maryland came to Town soliciting malcontent Town residents and go four volunteers; Sam and Uta Brown, "let's stomp the Town back", enough said there, Mr. Tom Larry 4<sup>th</sup> place finisher in the last 2008 election in a slate of four led by Karl Phillips, and Mr. Nick Pelchar, former campaign manager of Mr. Phillip's failed 2<sup>nd</sup> bid for Mayor. Mr. Brown, Ms. Grim and camera lady Ms. Valerie Joyner have gone on road trips to take their message to the employer of a current member of the Town Council; this occurred last summer when Ms. Grim and Ms. Joyner informed the Company President and Chairman who both were told that this Council member had made a secret deal with the Chancellor of Patrick Henry College..."

Mayor Lazaro explained that time was up for Mr. Druhan to speak but that he could give the rest of his comments to the Clerk and they would be included in the record. They are as follows: "...for personal gain (again without any proof/documentation to sustain such a personal vindictive personal attack). Furthermore, Ms. Grim and Mr. Brown returned a second time to attend the company's annual meeting after which cars in the parking lot were papered with a brochure attacking both the Town and this member of the Town Council. These actions can only be interpreted as willful, premeditated, deliberate, despicable, unethical, unscrupulous, immoral and unforgiveable act to cause this person to be fired from their primary employment and deprived of their primary income. Now, these two individuals believe they are qualified to represent the citizens of Purcellville who I believe don't give a damn about our Town but only are in this race to satisfy and pursue their vengeful, vindictive and "let's stop the Town back" agenda. In closing, and answering Ms. Grim's 17<sup>th</sup> February e-mail where she believes the Town Council and Police Chief should do something about my "threatening and aggressive" behavior; this from an individual who believes that getting someone fired, not only harming that individual, but their family too, I guess in her blissfully ignorant world that is not considered "threatening and aggressive" behavior. To you Ms. Grim for Hirst Farm and Mr. LaFiandra for Brown's Farm, my neighborhood is under attack by incessant cut through and sometimes speeding traffic. You two have stood before the Board of Supervisors and the Town Council

with the intention to block, stop, delay, remove, whatever the completion of a planned alternative road project (SCR) while cutting through Maple and 9<sup>th</sup> Streets then claiming “you have the right to do so” in perpetuity, and because “you can”. Well you can’t have it both ways! I will defend my family’s health, safety and welfare from this intolerable un-safe condition. If you find my relentless and resourceful methods as “threatening and aggressive, vigilante-stalking style behavior” then so-be-it. Hirst Farm residents have more to fear from Ms. Grim’s despicable behavior than they do from me!

**Sam Brown** of 37883 South Main Street came forward to speak. Mr. Brown stated that tonight the Town Council would vote to adopt Loudoun County’s Rural Standards or the Virginia Standards the latter of which cover the entire State and are not unique to Loudoun County. He stated that the members of the Town Council are responsible for doing as much as possible to protect the health of the citizens of this Town. He stated that there are in Town nursing mothers, infants and the elderly, all who benefit from a good supply of water and by adopting lower standards, Virginia’s standards, the Council is supplying a lower quality of water for the Town citizens. Mr. Brown asked why the Council is even considering the lower standards and asked if it was for political expediency, are they paying to condemn his and his brothers 16 acres where he has heard that the Council believes there is a sufficient amount of water for the Town’s use? Mr. Brown stated that he can tell the Council that there isn’t they have a well of 15 gallons per minute not sufficient for the Town. He asked where the engineering study was stating such water exists or is there even such a study. He stated that he believes that Loudoun County standards should be adopted tonight.

Mayor Lazaro stated that for the record all the Town is doing is publishing this for public hearing for May they are not adopting.

**CONSENT ACTION ITEMS:**

- a) Authorization to Advertise Adoption of Town Well Setback Policy

Vice Mayor Varnecky made a motion that the Town Council adopt the above Consent Action Items.

Motion: Vice Mayor Varnecky  
Carried: 7-0

**ACTION ITEMS:**

**a) Resolution in Support of Federal Appropriations Requests**

Council member Wagner made a motion that the Town Council approve Resolution 10-02-03 supporting the Town's request for Federal appropriations for the design and construction of the Jeffries Groundwater Treatment Plant and the A Street Water Loop Project.

Motion: Council member Wagner  
Carried: 7-0

**b) Development of Blue Ribbon Committee to Assist in Review of BAR's Design Guidelines**

This item was referred back to the Ways and Means Committee.

**c) Approval of Revised Budget Schedule**

Council member Wagner made a motion that the Town Council adopt the attached revised FY11 budget schedule as submitted.

Motion: Council member Wagner  
Carried: 7-0

**MAYOR AND COUNCIL COMMENTS:**

**Council member Wiley** had no comments.

**Vice Mayor Varmecky** thanked the Council for all of the opportunities that they have given his students over the years including Andrea, it does help the program and he hopes it helps the Town?

**Council member Walker** had no comment.

**Council member Wagner** stated that the theme for the month seems to be what is the vision for the Town of Purcellville and he always sends them to the website to look at the Comprehensive Plan which was adopted with extensive public process for input and he sends them to look at the Transportation Plans and all of those other things which are extensions of the vision that the Council and the Town have put forward and they have worked diligently to get all of the documents to mesh for a common vision and they still have work to do. One item is the design guidelines for the BAR those are going to be more synchronized. The Planning Commission is doing the same thing around the shared parking; it's an old Ordinance and doesn't meet the long term needs of the Town so we are slowly pecking away at getting all of those things to form into

something. He stated that his son who is a Junior at Valley was called on to write an early essay for submission for a nomination that he had and one of the things that he talked about is the requirements of citizens and what are the responsibility of a citizen and we wrote "you can be a service to your community, you can serve on a Board or you can simply be informed" and he thought that was insightful, not everyone has to be on Commissions or Committees but you should be informed so on that and looking at where Purcellville is going to go and with the election season coming up what he is looking for as a voter from his colleagues who are running again and from those that have filed is that he would like to hear where we are going and what we are going to do and how we are going to get there. He would also like to hear who we are and what defines Purcellville. Council member Wagner stated that Mr. Voskian dropped off a DVD from Ed McMahon who is a legend in Planning and communities and he asked "what is your legacy going to be", if you are building buildings, if you are doing something in a Town what it is going to look like 50 years from now. We have some buildings in Town that can use a face lift but we have to ask ourselves when do we act, we need to be aggressive. He stated that we have a community and we want to preserve the look, the feel and the essence and make it better, he stated that he has heard that we don't have a real tight downtown, where are all of the cute shops, they were feed, grain, hardware and mostly repair shops for a long time so the Town is having to create that from what we feel and think as a Town and the businesses have to participate. Lastly, we need to look at how we will accomplish this, EDAC is trying to figure out how to get more people involved and the last part is back to how we will be viewed in 50 years.

**Council member Lehr** stated that the Town had a great time at the Navy Cruisers on Sunday night. She stated that the Purcellville Business and Professional Association meeting this month is moved to a Wednesday and it will be our Annual meeting and it will be a luncheon, Tim Hemstreet is coming to speak about his new role in the County government. She stated that the PBPA will be having their biannual election luncheon and she will let everyone know when that will occur. Council member Lehr stated that there was a letter in the Loudoun Times Mirror last week and she doesn't normally respond to letters but she felt it was important that she did on this one because there were some factual information put forth that in her opinion not factual. The letter stated that representatives of the Town refused to avoid a lawsuit with the County. Reality is that the Joint Policy Review Committee met and some good things happened, rules of order were put into place, how to set the agendas were put in to place, how to call meetings and other items. There was one item that was discussed and not moved forward and that had to do with the 10 year phasing option, the words were in the letter of remediation, the annexation agreement talks about arbitration, similar terms. The annexation agreement says that in order to go into arbitration there has to be a full vote of the Town Council and of the County Board of Supervisors prior to that happening, the representatives on the Town's side at that meeting felt that the idea to go directly into arbitration was premature because there had been minimal discussion about the dispute prior to doing that, the answer was that we should bring in the people that were involved in putting together the original document. The Town was more shocked than anyone else that the County put the lawsuit out there. When someone makes a statement that the Town refused to avoid a lawsuit that is false, the Town had no knowledge that a lawsuit was going to happen and if there is anyone on the Council that knew about it then she

doesn't know who they are. At this point, we have gone to our original alignment which was approved by both the Town and the County that always impacted the 16 acres and no additional votes are needed to do that. Council member Lehr stated that executive sessions are always held with land purchases and until the actual contract is negotiated the amounts and those items do not come back to Council for a public vote because that would put both the land owner and the Town in the wrong situation. She would appreciate that every citizen who wishes to bring things forward that they will do that and do it in a positive way and bring positive solutions forward.

**Council member Priscilla** had no comment.

**Mayor Lazaro** thanked staff and the US Navy for an outstanding concert. He also wanted to bring to the Council's attention some people that go above and beyond and really contribute to the community as opposed to always criticizing it. He read for the record a letter from a family in Catoctin Meadows it stated: "Dear Town of Purcellville staff, this note is overdue, but I wanted to be sure that we expressed our deep appreciation for your very gracious response to our please for a plow to come to our neighborhood Saturday morning, February 6, 2010. The Town staff was extremely helpful in our desperate situation of needing a repair for our furnace which broke down in the midst of the worst snow storm in years. Because of your efforts to get the roads cleared in our neighborhood, a local repairman was able to get to our house and restore heat to our home. We, and our five young children, are tremendously grateful for your care and concern for the citizens of Purcellville. We would like to extend a special thank you to Billy, who was driving the plow, and patiently helped to dig out our repairman's truck when getting stuck in our cul-de-sac on his way out. Thanks to Bill and your dedication to serving the Town residents, we were able to stay warm during the most formidable winter weather imaginable."

Mayor Lazaro stated that in reading the Washington Post on Sunday he came across an article in the opinion piece from Beth Welsh who does not live in Purcellville, it was called "Loudoun's Lights in the Storm", he stated that he would not read the entire article but there were names that deserved to be mentioned. He stated that the article reads "...the first to reach us, heavy emergency medical equipment strapped to their backs and flashlights on their chests, were members of the Purcellville Volunteer Fire Company – Chief Jimmy Counselman and volunteers Chris Kermode and Andy Smith" both the Council has had the pleasure of meeting before, "...half an hour later two more rescuers Emmitt Carolen and Nathan Herlocker of the Loudoun County Fire and Rescue Department also miraculously arrived though the field," the Mayor stated that these are people that live about a mile and a half from a major road and both Emmitt and Nathan are assigned at Company Two, "...when the plow, a massive Caterpillar tractor, arrived, driver Larry Huff, with McKim Construction of Purcellville, stepped out and surveyed what more needed to be accomplished," talk about the business community stepping up, he cleaned the entire road for these folks to get out. "...two hours later a route was cleared to their home making it possible for Purcellville emergency medical technicians Mike O'Brien (our neighbor) and Earl Hall (Vice President of Patrick Henry College) to drive up," at 12:15am there we able to take her mother and others to Cornwall, they were also met by Ed Hill Pete Dowdy, Stephanie Soloman (a student at Patrick Henry College), Jennifer Purdy and Dave Schwarz (a student at LVHS). "...we arrived safely at Cornwall where we learned that my mother had

broken her hip. We were then transported to Lansdowne ..my mother had successful hip surgery...it is hard to find the words to express how thankful and fortunate we, and all of Loudoun County residents, are to have such courageous volunteers in our community. Their unselfish efforts that night demonstrated the kind of daring called for when a life may hang in the balance. This very special group of men and women, all of them heroes, will be forever in my heart."

**CLOSED SESSION:**

Vice Mayor Varnecky made a motion that pursuant to Section 2.2-3711(A)(3) and Section 2.2-3711(A)(7) of the Code of Virginia as amended that the Purcellville Town Council convene in a Closed Meeting. The purpose of the Closed Meeting is as follows:

- a) Discussion of Potential Acquisition of Property for Public Use
- b) Discussion with Legal Counsel on Existing and Pending Litigation

The following individuals are requested to attend the Closed Meeting:

- a) All Town Council member
- b) Robert W. Lohr, Jr., Town Manager
- c) Patrick Childs, Assistant Town Manager
- d) Maureen Gilmore, Town Attorney
- e) Samer Beidas, Director of Public Works
- f) Martha Semmes, Director of Planning and Zoning
- g) Chandra Lantz – Conference Call
- h) Joseph Sullivan – Conference Call
- i) Jeff Huber, Attorney
- j) Kimerly Horn Representatives

Motion: Vice Mayor Varnecky  
Carried: 7-0

Vice Mayor Varnecky made a motion that the Closed Meeting be adjourned and that the Purcellville Town Council reconvene in a public meeting and that the minutes of the public meeting reflect that no formal action was taken in closed session.

Motion: Vice Mayor Varnecky  
Carried: 7-0

Vice Mayor Varnecky made a motion that the Town Council adopt Resolution 10-03-01 certifying the public closed meeting of March 9, 2010.

Motion: Vice Mayor Varnecky  
Carried: 7-0

**DISCUSSION ITEMS/INFORMATIONAL ITEMS:**

a) None Scheduled

**OLD BUSINESS:**

a) None Scheduled

**NEW BUSINESS:**

a) None Scheduled

**APPROVAL OF MINUTES:**

Council member Walker made a motion that the minutes of February 9, 2010 be approved as submitted.

Motion: Council member Walker  
Carried: 7-0

**ADJOURNMENT:**

They're being no further business the meeting adjourned at 9:17 PM.

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Robert W. Lazaro, Jr., Mayor

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Jennifer L. Helbert, Town Clerk